BERKSHIRE HATHAWAY
HOMESERVICES UNIVERSITY

BHU

Welcome to class!

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“I WOULD WANT TO BE ASSOCIATED WITH SOMEBODY WHERE THE

financial strength was unquestioned and where the name stood for integrity.

WHAT OTHER QUALITY WOULD YOU WANT THAT BERKSHIRE HATHAWAY HOMESERVICES DOES NOT HAVE; AND I DON’T THINK YOU COULD FIND ONE.”

- WARREN BUFFETT

chairman and CEO, Berkshire Hathaway Inc.

DAY

1

WHAT WE'LL BE COVERING TODAY

WHO WE ARE

COMPANY OVERVIEW & OFFICES

FOUNDATIONS FOR SUCCESS PROGRAM

RESOURCE CTR & KVCORE AGENT PROFILES

AGENT BIO & QUESTIONNAIRE FORM

THE FLOW OF REAL ESTATE TRANSACTIONS

NINJA PHILOSOPHY

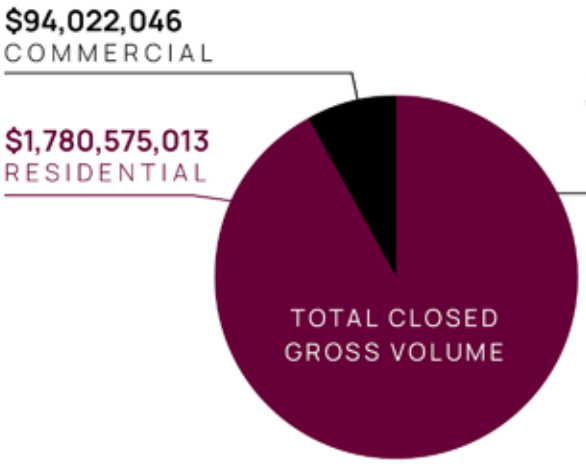
BRAND PROMISES & PROMISE #1

THE PROOF IS IN the numbers

We don't mean to brag, but numbers don't lie. Here's a look into how our brokerage stacks up in the Tampa Bay and Central Florida residential and commercial marketplace in 2022.

#1 REAL ESTATE BROKERAGE Homeservices of America

2019, 2020 & 2021 REAL TRENDS 500



$1.8 BILLION
TOTAL CLOSED GROSS VOLUME

4,942
TOTAL UNITS SOLD

#20 HOMESERVICES FRANCHISE COMPANY

1,123
TOTAL RESIDENTIAL RENTAL INVENTORY

$1,103,388,295
LISTED RESIDENTIAL SALES VOLUME

$82,529,711
LISTED COMMERCIAL SALES VOLUME

310
AGENTS FOUND THEIR FOREVER BROKERAGE

430
ACTIVE NEW RESIDENTIAL LEASES

4,097
SELLERS ASKED OUR AGENTS WHAT THEIR HOME IS WORTH

231
MANAGED HOA DOORS

$19,226,049
CLOSED COMMERCIAL LEASE VOLUME

OUR BRANCH OFFICES

HOME OFFICE/ COMMERCIAL
7916 Evolutions Way, Ste 210
Trinity, FL 34655
727-847-6556

2 TRINITY
3126 Little Road
Trinity, FL 34655
727-847-4444

3 PORT RICHEY
9108 US Highway 19
Port Richey, FL 34668
727-849-9400

4 BROOKSVILLE
15423 Cortez Boulevard Unit 3
Brooksville, FL 34613
352-688-2227

5 NEW TAMPA
26771 SR 56
Wesley Chapel, FL 33544
813-907-8200

6 LAKELAND
740 S. Florida Ave
Lakeland, FL 33801
863-701-2350

7 BRANDON
3228 Lithia Pinecrest, Ste. 102
Valrico, FL 33596
813-643-9977

8 RIVERVIEW
11444 US Highway 301 S
Riverview, FL 33569
813-694-7505

9 SOUTH TAMPA
4950 W Kennedy Blvd, Ste 300
Tampa, FL 33609
813-251-2002

10 BUSCH
1046 W. Busch Blvd. Suite. 300
Tampa, FL. 33612
813-444-0143

11 CARROLLWOOD
13131 N. Dale Mabry Hwy.
Tampa, FL 33618
813-908-8788

12 EAST LAKE
301 Woodlands Pkwy, Ste 1
Oldsmar, FL 34677
727-331-8250

13 COUNTRYSIDE
2539 Countryside Blvd, Ste. 3
Clearwater, FL 33761
727-799-2227

14 CLEARWATER BEACH
136 Island Way
Clearwater Beach, FL 33767
727-451-7699

15 BELLEAIR
321 N. Indian Rocks Rd., Suites
A&B Belleair Bluffs, FL 33770
727-461-1700

16 NORTHEAST ST. PETE
2300 4th Street North
St. Petersburg, FL 33704
727-822-8686

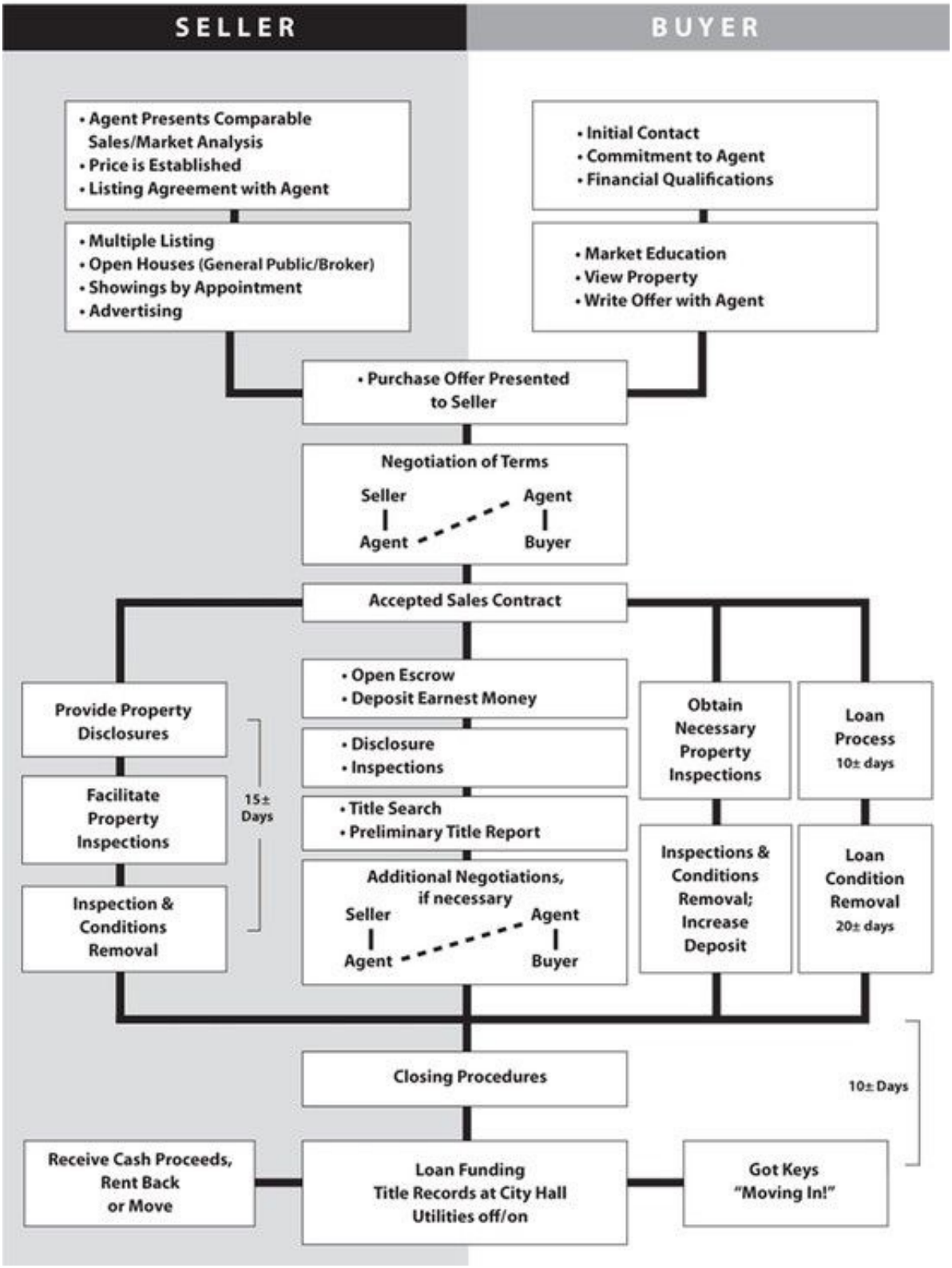
17 ST. PETE BEACH
6800 Gulf Boulevard
St. Pete Beach, FL 33706
727-368-0500

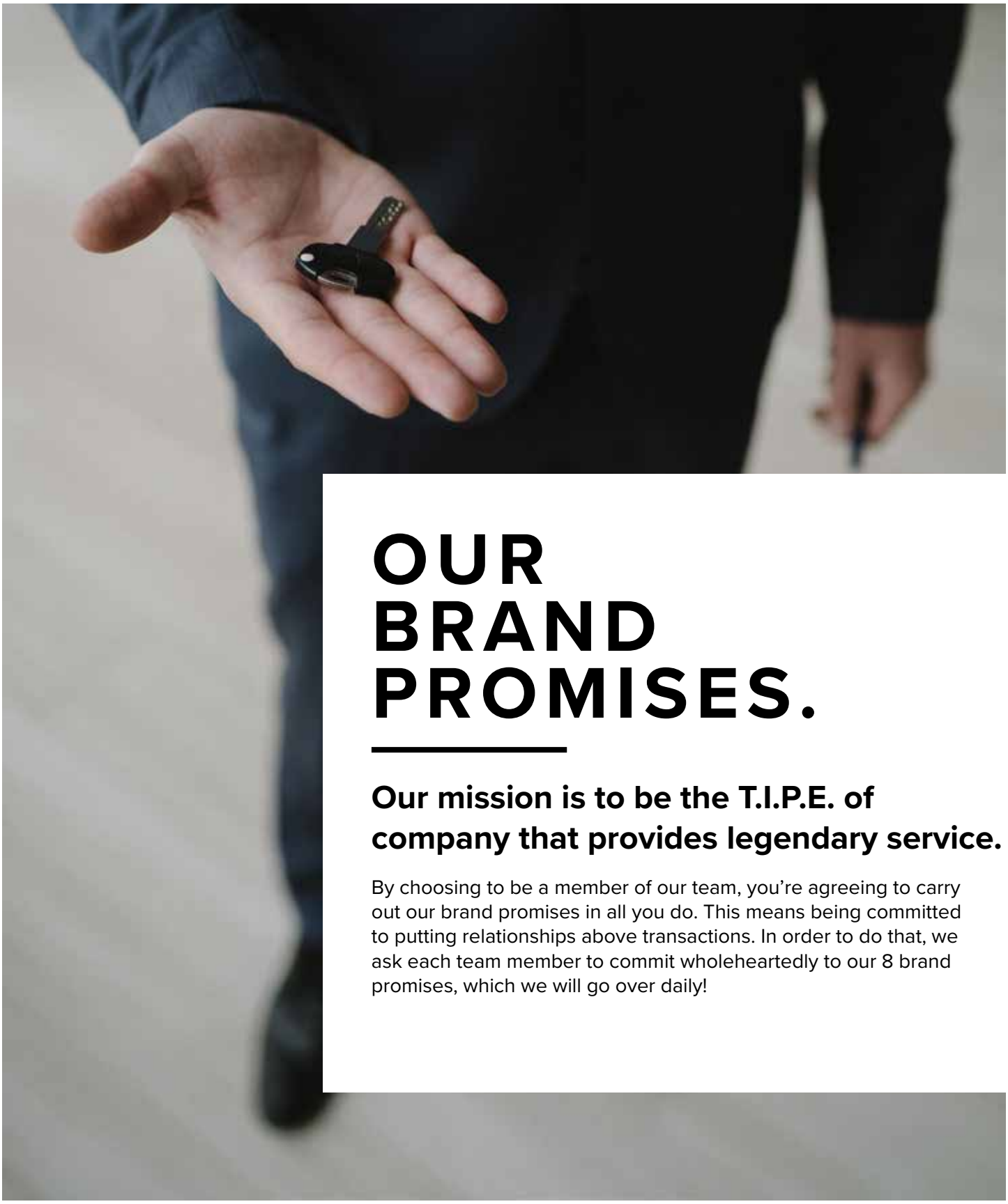
18 SEBRING
211 US Highway 27 N
Sebring, FL 33870
863-402-5700

19 SEBRING COUNTRY CLUB
4800 Haw Branch Road
Sebring, FL 33875
863-382-6575

INDICATES A COMMERCIAL OFFICE

THE FLOW OF
REAL ESTATE TRANSACTIONS





OUR BRAND PROMISES.

Our mission is to be the T.I.P.E. of company that provides legendary service.

By choosing to be a member of our team, you're agreeing to carry out our brand promises in all you do. This means being committed to putting relationships above transactions. In order to do that, we ask each team member to commit wholeheartedly to our 8 brand promises, which we will go over daily!

1. TO MAKE **COMMUNICATING** WITH EVERY CUSTOMER A TOP PRIORITY AT EACH OPPORTUNITY, EVEN WHEN IT MIGHT SEEM WE HAVE NOTHING NEW TO TELL THEM.

2. TO BE THEIR **FOREVER REAL ESTATE ADVISOR** EVEN WHEN THEY'RE NOT ACTIVELY BUYING OR SELLING.

3. TO TAKE **FULL OWNERSHIP** OVER THE TRUST THEY'VE PLACED IN US AND ACT ACCORDINGLY.

4. TO NEVER LEAVE ANY DOUBT THAT WE ARE PLACING **THEIR BEST INTEREST** ABOVE ALL ELSE.

5. TO **TRULY LISTEN** TO WHAT THEY'RE TELLING US SO THEY GET PERSONALIZED SERVICE.

6. TO WALK THROUGH THEIR JOURNEY ALONGSIDE THEM, AS THEIR **PARTNER**.

7. TO EXERT A LEVEL OF SKILL, KNOWLEDGE AND EXPERTISE SO AT EVERY INTERACTION THEY FEEL LIKE THEY'VE CHOSEN A **REAL ESTATE GENIUS**.

8. TO NEVER PUT THEM IN A POSITION TO DOUBT WE HAVE THE **HIGHEST INTEGRITY** IN ALL THAT WE DO.

T.I.P.E {TEAMWORK | INTEGRITY | PASSION | EXCELLENCE}

BRAND PROMISE #1

COMMUNICATION

To make communicating with every customer a top priority at each opportunity, even when it might seem we have nothing new to tell them.

TO BE LEGENDARY, WE ASK YOU TO COMMUNICATE AT MINIMUM AT THESE MILESTONES:

- Pre-showing
- Post showing
- Contract- Receipt and Acceptance
- Need for Price Reduction
- Critical Dates- Prior to and after each date
- Post-closing- at least quarterly for first year
- Active Clients: Weekly for check-in
- Bi-Annual voice to voice communication with your entire database

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Use one statement to affirm Standards at each communication point
- Stop and summarize any time a decision is made or information is shared. Finish the summary by using one tie down question.
- Demonstrate that you get them by acknowledging (naming) the EMOTION they're feeling at their current stage. May vary per person.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Did I hear that correctly?
- Is that what is most important to you?
- Did I prioritize that correctly?
- Did I miss anything you'd like me to take care of for you?

JOT THAT DOWN

DAY

2

WHAT WE'LL BE COVERING TODAY

GETTING YOUR BUSINESS STARTED

KVCORE CRM AND OPEN HOUSE APP

MARKETING STRATEGY AND YOUR SECRET SAUCE

SOI PROSPECTING, SCRIPTS, ROLL PLAY

TESTIMONIAL TREE SOI CHARACTER TESTIMONIALS

OPEN HOUSE SYSTEM

10-10-20 OPEN HOUSE MARKETING

BRAND PROMISE #2

EXPECTATIONS

PARTICIPATE	BE OPEN TO NEW IDEAS
BE ON TIME	ASK QUESTIONS
PRACTICE	HAVE FUN
PUSH YOUR BOUNDARIES	COMPLETE ASSIGNMENTS
PRACTICE	PRACTICE SOME MORE

ACTIVITY

Name _____

Office _____

Why have you decided to join Berkshire Hathaway HomeServices Florida Properties Group?

_____

_____

Why real estate?

_____

_____

IT'S ALL ABOUT SERVICE!

Your financial success equates to the quality and quantity of service you give to others!

The most valuable gift you have to offer is yourself.

It is the law of Authenticity!

Take something ordinary – make it extraordinary!

The quality and level of your service to your customers will set you apart from your competitors.

180,000

REALTORS IN FLORIDA

SINCE 2000 THE NUMBER OF REALTORS IN FLORIDA HAS ALMOST TRIPLED FROM 67,000

HOW MANY PEOPLE KNOW YOU ARE A REALTOR®?

Your first job is making sure each day that more people know you are a REALTOR® today than yesterday, without pushing sales-y techniques in their face. Make it natural.

NAR SAYS 87% OF REAL ESTATE AGENTS FAIL WITHIN 5 YEARS

- IT'S MY AREA
- IT'S THE MARKET
- IT'S THE ECONOMY
- IT'S MY COMPANY
- IT'S MY MANAGER

IF IT IS TO BE, IT'S UP TO ME!

WHAT IS YOUR JOB?

Job Description

1. Present purchase offers to sellers for consideration.
2. Confer with escrow companies, lenders, home inspectors, and pest control operators to ensure that terms and conditions of purchase agreements are met before closing dates.
3. Interview clients to determine what kinds of properties they are seeking.
4. Prepare documents such as representation contracts, purchase agreements, closing statements, deeds and leases.
5. Coordinate property closings, overseeing the signing of documents and disbursement of funds.
6. Act as an intermediary in negotiations between buyers and sellers, generally representing one or the other.
7. Promote sales of properties through advertisements, open houses, and participation in multiple listing services.
8. Compare a property with similar properties that have recently sold in order to determine its competitive market price.
9. Coordinate appointments to show homes to prospective buyers.

WHAT IS YOUR JOB?

YOU DON'T "SELL REAL ESTATE"

THAT IS THE OUTCOME OF A SUCCESSFUL DEAL.

YOUR JOB IS TO BE A PEOPLE FINDER.

YOU NEED TO FIND PEOPLE WHO HAVE A NEED TO BUY OR SELL REAL ESTATE.

YOU WILL NEED TO DEVELOP YOUR STRATEGIES, TOOLS, AND SCRIPTS THAT WILL HELP YOU TALK WITH NEW PEOPLE EVERY DAY.

TO BE A TOP AGENT, YOU CAN'T DO IT ALONE. YOU NEED A NETWORK OF PEOPLE WHO REFER POTENTIAL CUSTOMERS TO YOU!

$46,458

AVERAGE INCOME OF AGENTS WORKING AN AVERAGE OF 30-40 HOURS PER WEEK

HOW DO I FIND PEOPLE?

- ◯ START BY CALLING THE PEOPLE YOU KNOW
- ◯ 8X8 FARMING
- ◯ MAKE PHONE CALLS
- ◯ HOLD OPEN HOUSES
- ◯ KNOCK ON DOORS
- ◯ USE SOCIAL MEDIA
- ◯ JOIN COMMUNITY ORGANIZATIONS
- ◯ NETWORK WITH PEOPLE IN THE INDUSTRY
- ◯ START A LEAD GROUP
- ◯ PURCHASE LEADS ONLINE
- ◯ ATTEND PUBLIC PROPERTY AUCTIONS
- ◯ KVCORE SQUEEZE & LANDING PAGES

JOT THAT DOWN

SPHERE OF INFLUENCE

What is your SOI?

ACTIVITY

Estimate your current SOI. How many names do you have in your sphere today?

Do you have them in a spreadsheet, database, or customer relationship manager (CRM)?

HOW DO I INTERACT WITH MY SOI?

SEND ANNOUNCEMENTS TO YOUR SOI

PERSONAL LETTERS ARE BEST

DON'T FORGET SOCIAL MEDIA

REMEMBER TO BE SPECIFIC IN YOUR ANNOUNCEMENTS AND YOUR REQUESTS

SPHERE OF INFLUENCE MARKETING TOOLS

- ANNOUNCEMENT CARDS
- ANNOUNCEMENT EMAIL TEMPLATES
- POP-BYS
- NINJA FLOW
- HOME VALUATION
- 5 DAY SOCIAL MEDIA ENGAGEMENT STRATEGY
- NEWSLETTERS
- SPORTS SCHEDULES
- HOMEIVERSARY CARDS
- HOLIDAY CARDS
- RECIPE CARDS

ROLE-PLAY | SOI DISCUSSION

1. THE GREETING
2. THE REASON FOR THE CALL
3. WHO DO YOU KNOW?
4. OFFER OF SERVICE

The Greeting

Hello Jim, this is Diane Howard with Berkshire Hathaway HomeServices Florida Properties Group, I was wondering if you might have a few minutes to talk business? Have you heard? I've started a new career and I'm now a REALTOR® with BHHS. I'm very committed to being successful in this business, but I need your help.

The Reason

The reason I'm calling today is that I've set a goal to help four families with their real estate needs this month and I'm coming up a little short of my goal.

Who do you know?

Do you know anyone thinking of buying or selling a home or individuals with real estate needs? I'm here to provide assistance.

No, I understand. Would you do me a favor and please let me know if you happen to run across someone with real estate needs and I'll be sure to offer them the best service experience they've ever had. Will you do that for me?

Offer of Service

Jim, thank you for your time today. Before I let you go, I wanted to ask, Is there anything that I can do for you today?

ACTIVITY

Write your Own Script

Greeting

Reason

Who do you know?

Ask how you might help them!

ACTIVITY

Let's practice

DIRECTIONS:

- Team up (paris of 2) and choose who will go first and second.
- Read your script three times.
- LISTENERS: Tell them two things you liked about the approach, then give them one thing to improve. It's important to put yourself in the listener's shoes so you experience the call from their viewpoint.

JOT THAT DOWN

6-MONTH NEW AGENT CAMPAIGN

- ANNOUNCEMENT
- MARKET ACTIVITY REPORT
- REFERRAL REQUEST
- UPDATE
- CMA
- VALUE

HOMEWORK

- Get your current SOI into a database format
- Send out a minimum of 20 announcement cards (could be email or snail mail)
- Contact everyone in your SOI and read your script
- Grow your SOI by a minimum of 5 people who now know you are in real estate

USING YOUR KVCORE SMART CRM

When uploading contacts into your kvCORE Smart CRM you want to make sure your excel sheet is set up the correct way to make sure all information is uploaded correctly. That way your CRM is as powerful as possible! Make sure you use the Excel sheet that is formatted for this.

Import a Contact Option: Do It Yourself or Add a single unit.

The video below will walk you through the importing process step-by-step!

https://help.insiderealestate.com/en/articles/3330181-kvcore-importing-exporting-your-contacts#option-1-let-us-handle-it

kvCORE Lead Import Template - USA Format

	A	B	C	D	E	F	G	H	I	J
1	First Name	Last Name	Home Street	Home City	Home State	Home Postal Code	Home Phone	E-mail Address	Cell Phone	Business Phone
2	Joe	Client	123 1st ST.	Anytown	CA	12345	555-0101	joeclient@aol.com		
3										
4										
5										

Lead Engine
Build Your Pipeline
Bulk Lead Import
Format Your List
Do It Yourself Section
Get Started
Then Select Import
Note which fields match and do not match.
Hit next, it will show the number of contacts that will be imported
You can add a hashtag or a campaign to the contact at this point.
Whatever you select will be added to all of your contacts.
Click the finish button.
It takes 5 mins to 2 hours on average to upload to your CRM.

$100,000
INCOME OF AGENTS WHO ARE 2X MORE LIKELY TO UTILIZE A CRM

Please Note: There is a max file size of 2MB. The file must contain a header row. Be sure to take a look at our lead import template which demonstrates how your import file should be configured.

HOW TO DOWNLOAD & USE THE (KVCORE) BHHSCONNECT OPEN HOUSE APP

If you haven't already, make sure to download BOTH related apps on your mobile devices, including tablets. This will ensure you can stay connected on-the-go and make the most of your upcoming open houses.

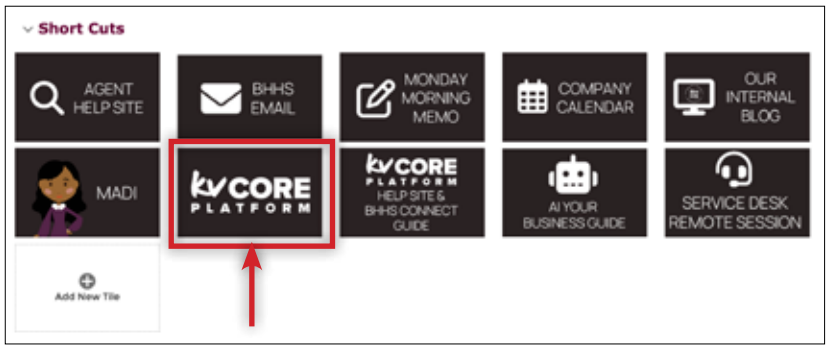
You can view your contacts activity, any new communication, behavioral alerts. All contacts and listings are accessible, along with your daily call list and task.

Upon first login, the app will ask you if you'd like push or text notifications. We STRONGLY RECOMMEND that push notifications be enabled!

DOWNLOADING THE APP

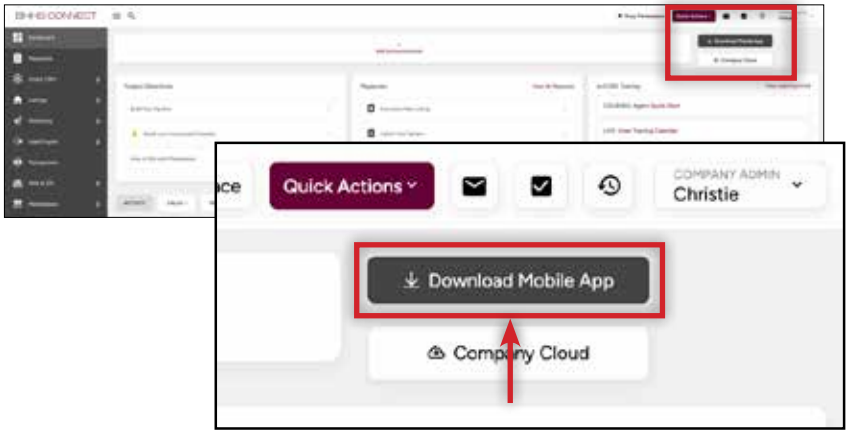
STEP 1: LOG INTO YOUR KVCORE ACCOUNT

- Login to **REsource Center**
- Access **BHHS Connect/KvCORE**



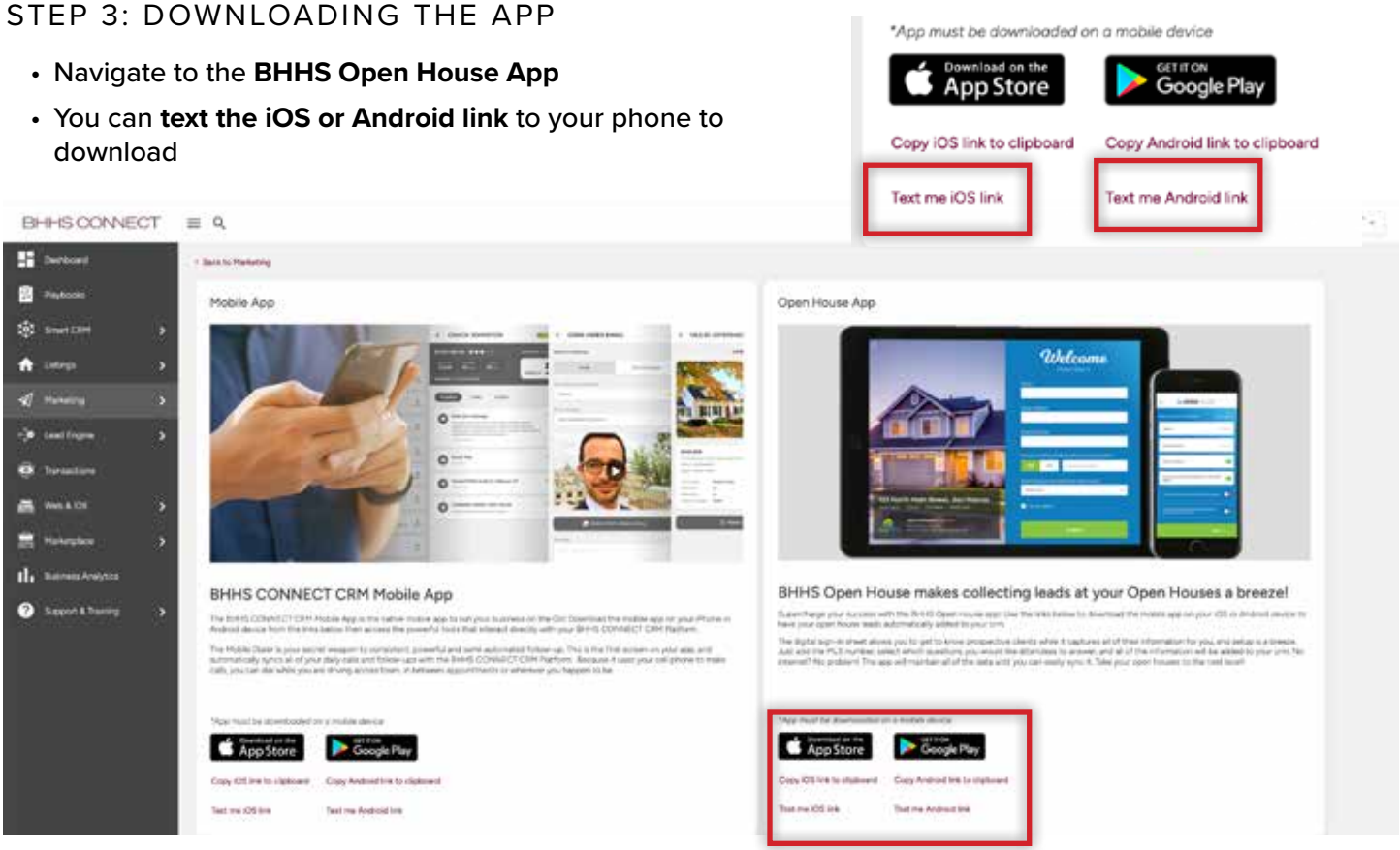
STEP 2: CLICK THE BUTTON

- Click the **Download Mobile App** button on the main dashboard



STEP 3: DOWNLOADING THE APP

- Navigate to the **BHHS Open House App**
- You can **text the iOS or Android link** to your phone to download



- [See more about the open house app here]

BRAND PROMISE #2

FOREVER ADVISOR

To be their Forever real estate advisor even when they're not actively buying or selling.

TO BE LEGENDARY, WE ASK YOU TO CONTRIBUTE TO YOUR RELATIONSHIP AT MINIMUM AT THESE MILESTONES:

- From the moment you meet them and beyond
- At any time when you can invest in the relationship you've built
- At minimum, we ask you to communicate with all your contacts bi-annually

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Advise them on the value of their current home or investment
- Setup Property Watch for any active buyers
- Use Ninja Flow or other relational drip campaign to stay connected
- Annual Real Estate Review
- Bi-Annual voice to voice check-in
- Stop and summarize any time a decision is made or information is shared. Finish the summary by using 1 tie down question.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Did I hear that correctly?
- Is that what is most important to you?
- Did I prioritize that correctly?
- Did I miss anything you'd like me to take care of for you?

DAY

3

WHAT WE'LL BE COVERING TODAY

TECHNOLOGY TOOLS

MLS, REMINE, IMAPP, SHOWING TIME

KVCORE WEBSITE OVERVIEW

SOCIAL MEDIA MARKETING

MADI, REALMAILERS

SOCI AND VIDEOCAST

UTILITY HELPERS, QUICKBUY APP

BRAND PROMISE #3

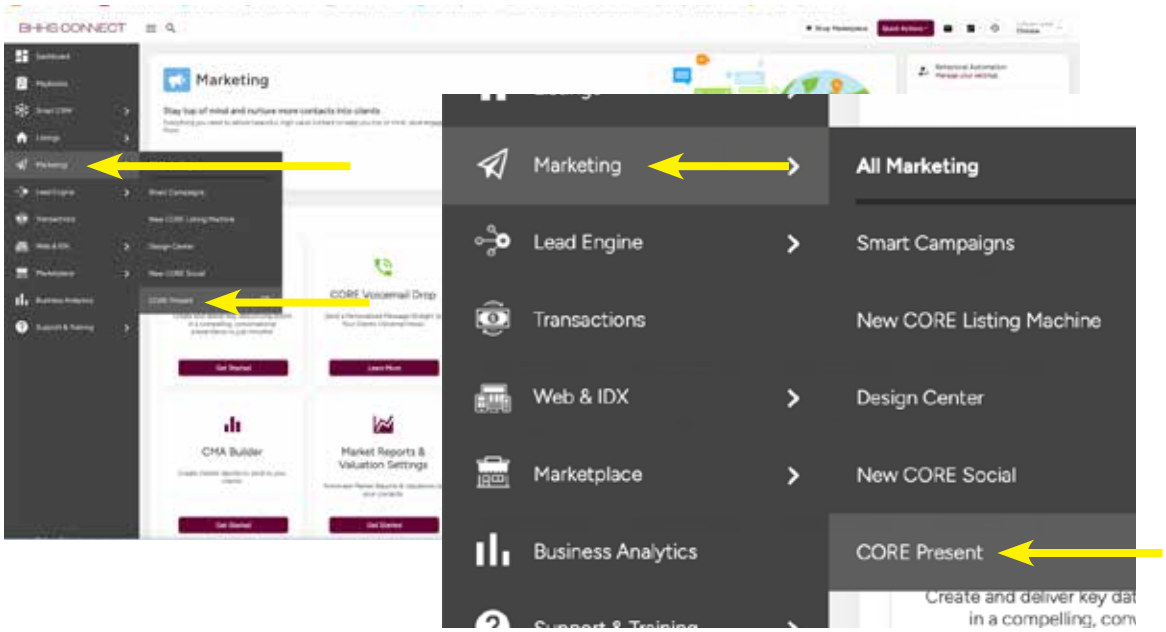
KVCORE

HOW TO: BUILD A CORE PRESENT CMA

Do you need to prepare a CMA for a prospective seller or for an upcoming real estate review, but aren't sure where to start? Use this handy-dandy tutorial to woak you through this quick and simple process!

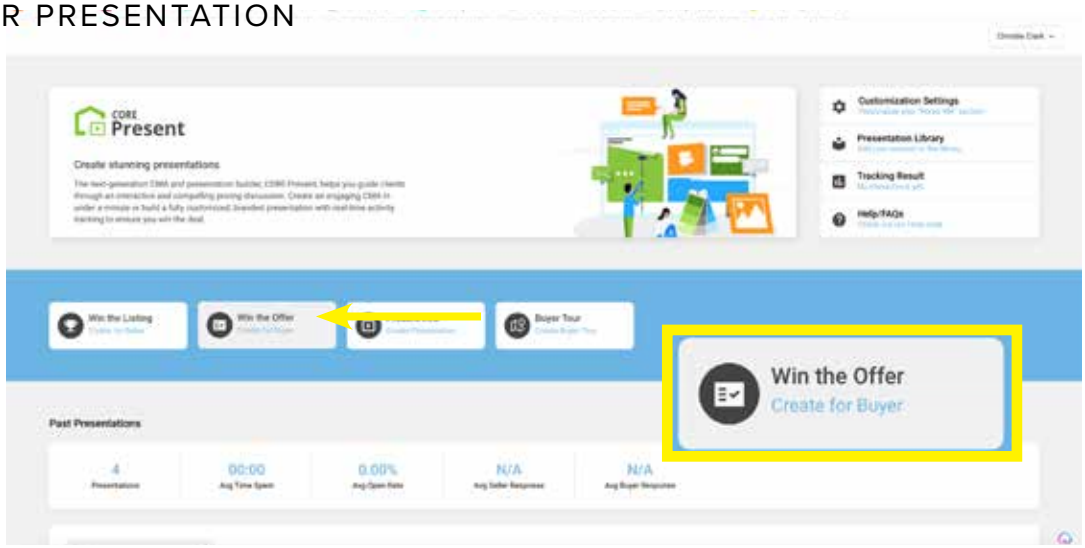
STEP 1: LOG INTO KVCORE

- Hover over **Marketing** then click on **CORE Present**



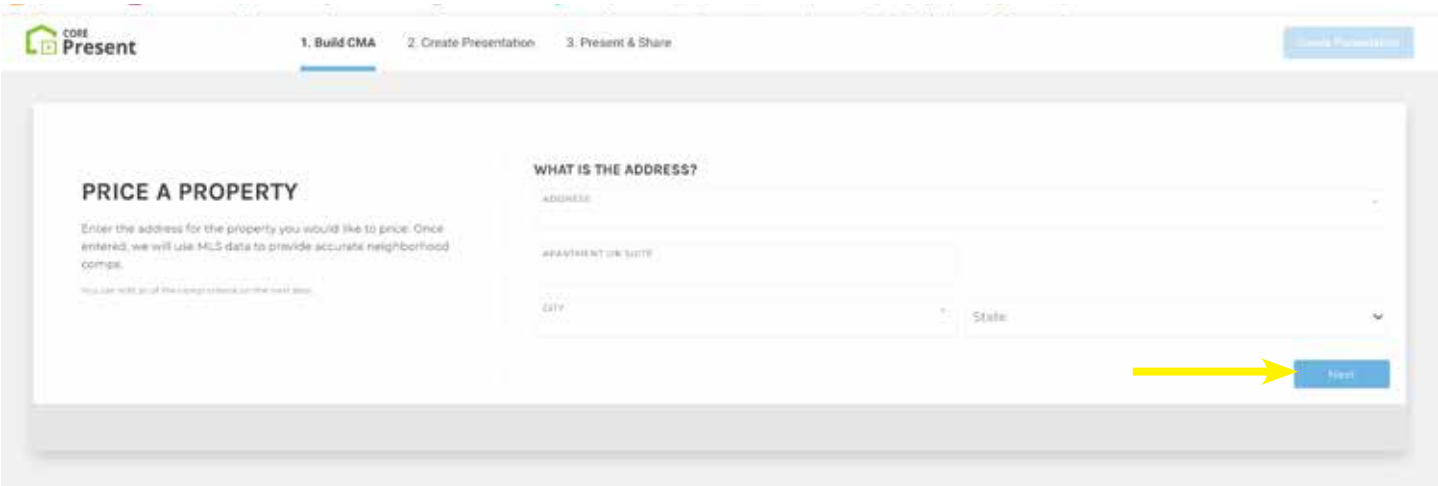
STEP 2: SELECT YOUR PRESENTATION

- Click **Win the Offer** option



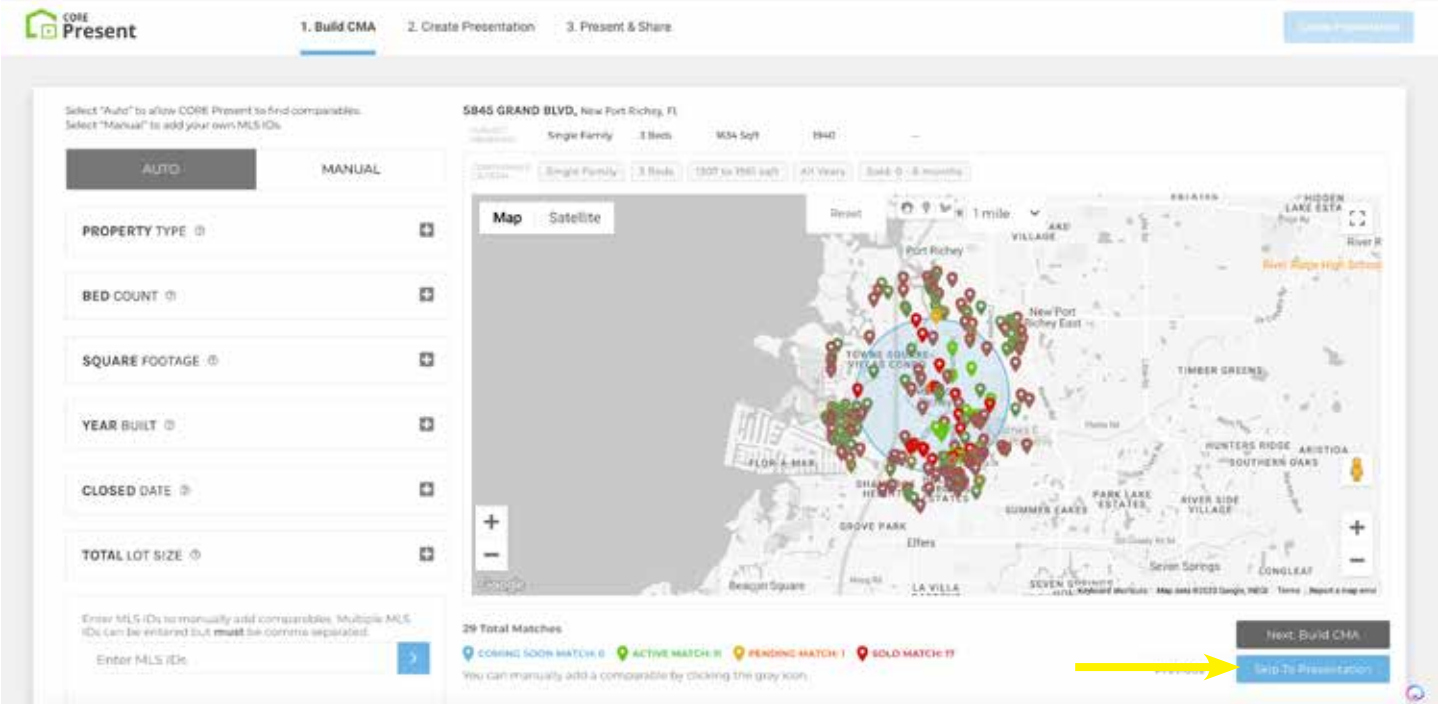
STEP 3: ENTER THE PROPERTY ADDRESS

- **Complete the Property Details** by selecting the appropriate number of beds and verifying the address
- Then, click **Next** button



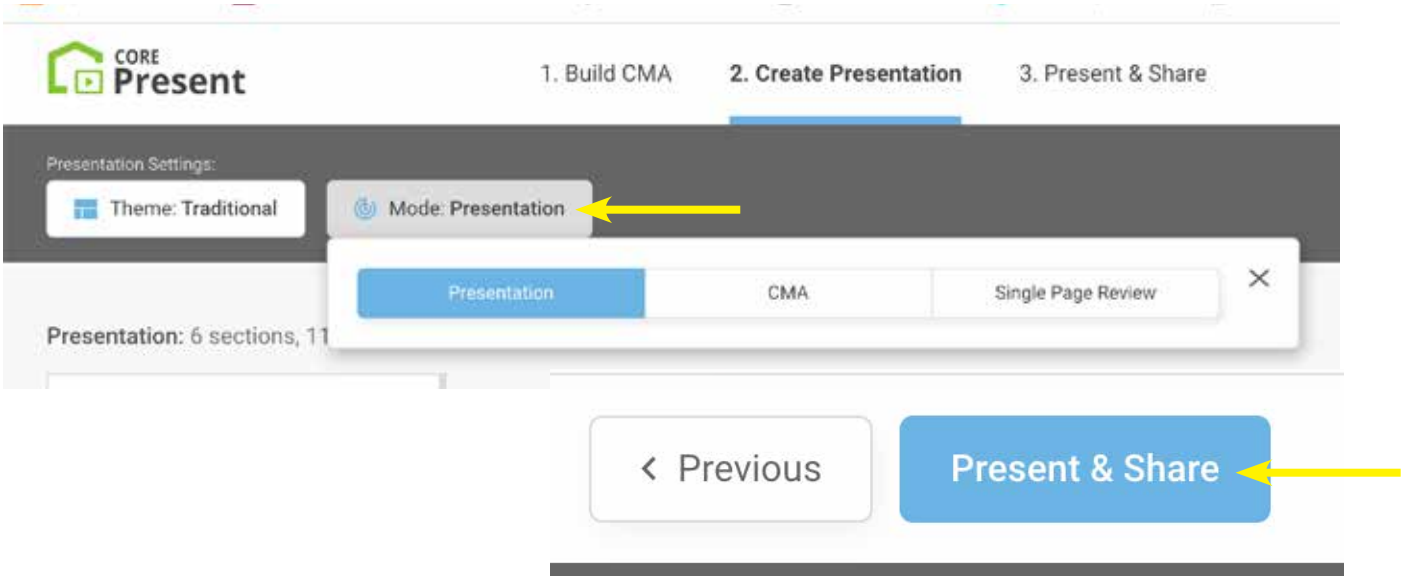
STEP 4: BUILDING THE PRESENTATION

- **Y**ou can let kvCORE **auto**-generate the details of the CMA or you can **manually** add properties
- If completed, you can choose the "**Skip to Presentation**" button



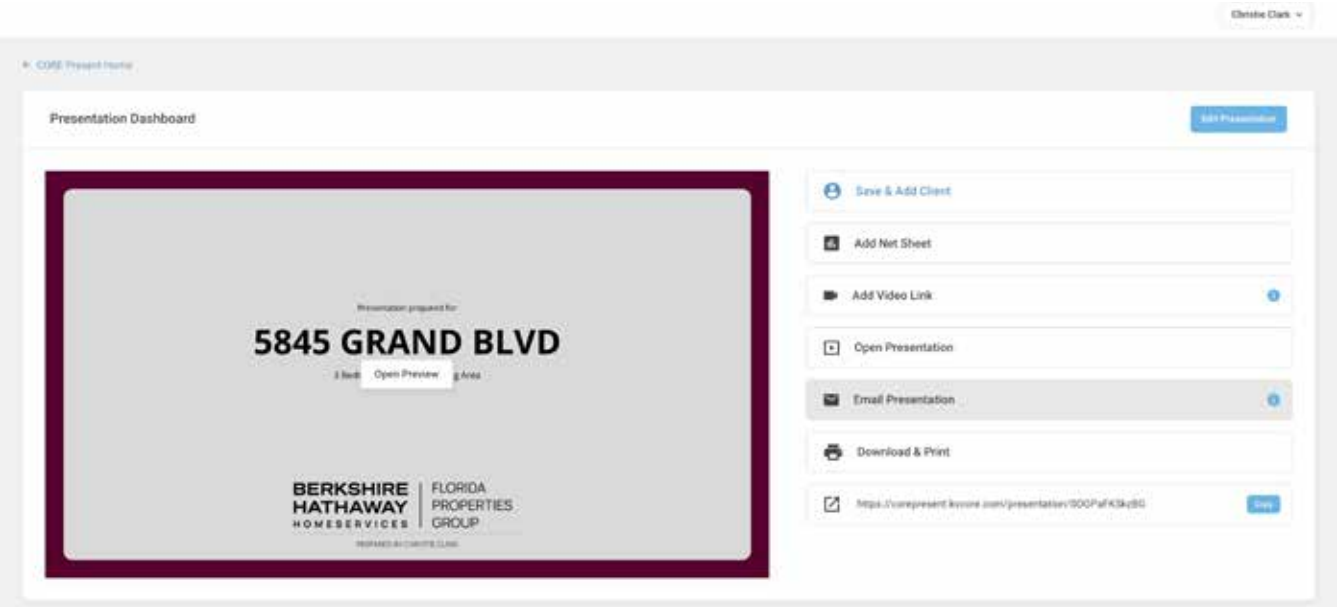
STEP 5: BUILDING THE CMA

- Click on **MODE** to select either **CMA** (for a 4 page report) or **Single Page Review** (for a 1 page report)
- Then, click the **Present & Share** button to create the report

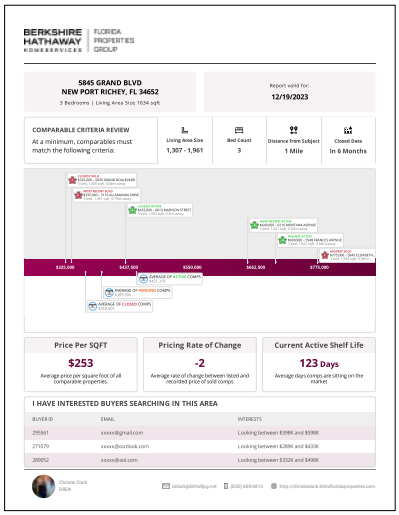


STEP 7: CHOOSE YOUR METHOD OF DISTRIBUTION

- You can **Save & Add Client** to/from your kvCORE Smart CRM
- **Email Presentation** - this will allow the viewer to click and interact with the report. You can see the analytics on where the viewer clicked to gauge your future conversations.
- **Download & Print** - this will produce the PDF version of the presentation

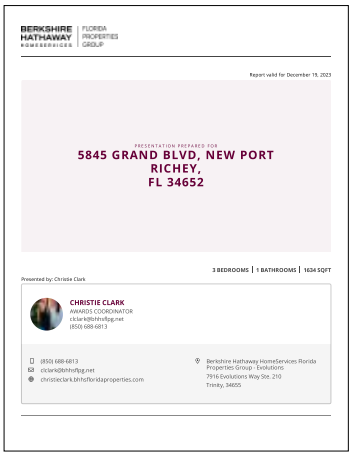


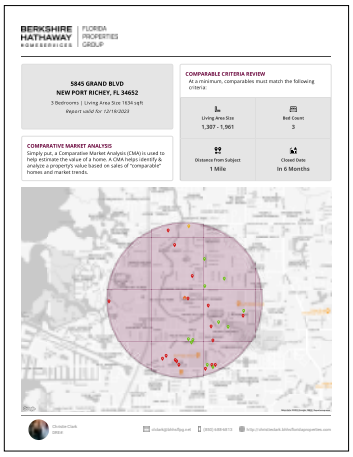
SINGLE PAGE REVIEW IN A PDF

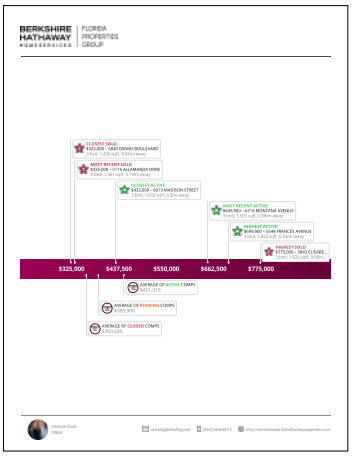


SINGLE PAGE REVIEW DIGITAL

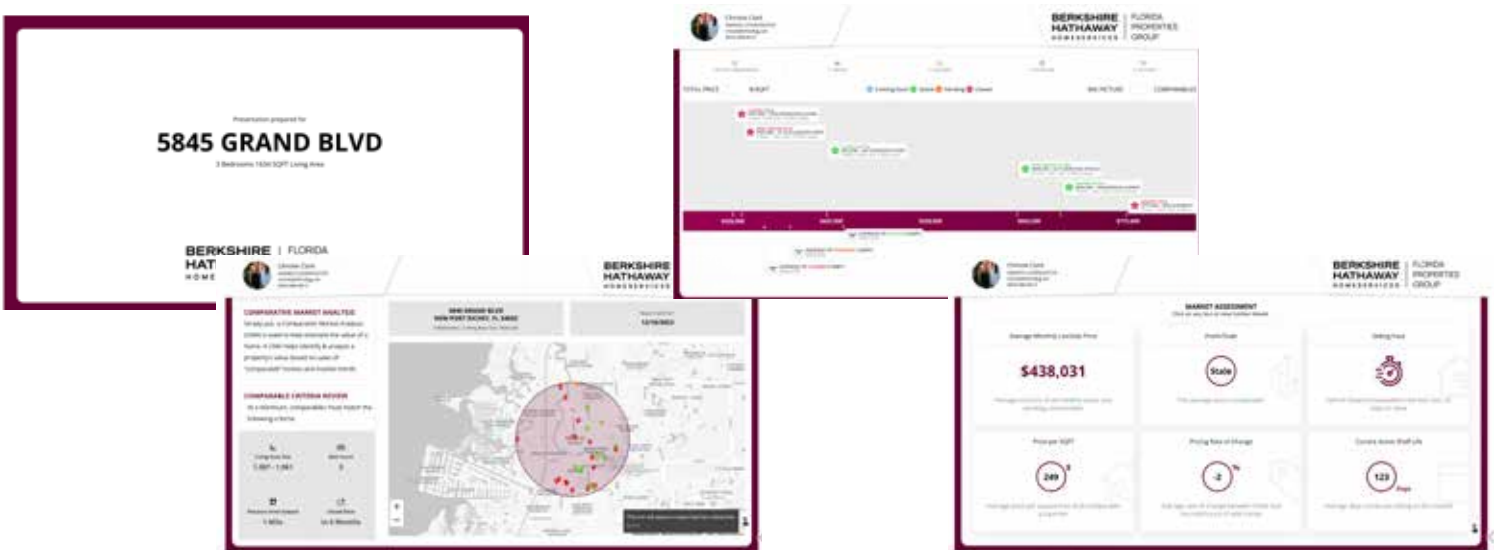
CMA (4 PAGE REPORT) IN A PDF







CMA (4 PAGE REPORT) DIGITAL/INTERACTIVE VERSION



KVCORE

HOW TO MANUALLY ADD YOUR OWN LISTINGS

OVERVIEW

Listings you add are NOT added to the MLS.

Listings will be syndicated to third parties such as Zillow (when available).

Listings will connect to school information from your MLS, but do not use any other MLS data, meaning that the options you select or input are not connected or derived from your local MLS.

Listings will show on your website in a special section (either titled 'Exclusive Listings', Coming Soon Listings' or 'Sold Listings' depending on the type) instead of alongside normal MLS listings.

Listings will be sent out in Listing Alerts and can be used by the different tools in kvCORE (text listings, email listings, etc.). Also, note that this can be sent out by other agents in the brokerage as an alert as well.

ADVANTAGES TO YOU

- Potential to keep the sell in-house
- Advanced marketing to approximately 900 agents
- Create anticipation for your Seller's home
- We can SHOW a seller the buyers matching their home
- Allows you to market the home while doing other preparatory items

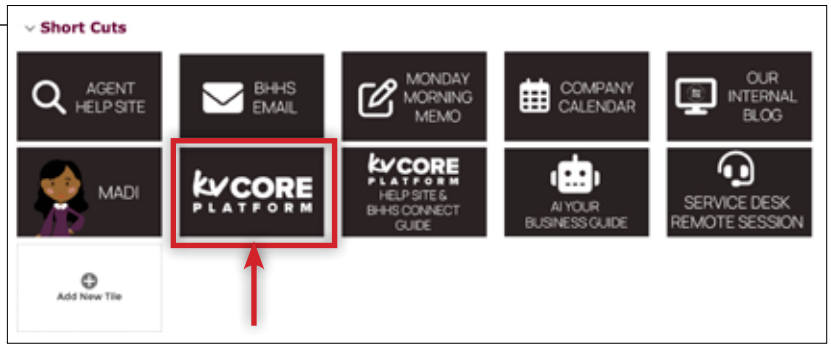
ADVANTAGES TO SELLER

- Chance to pre-market
- Create excitement for the home
- Target agents with buyers matching the home's criteria
- Gauge interest level of buyers
- Determine preliminary demand of the home
- Allows you to create anticipation while repairs or marketing prep are happening

HOW TO

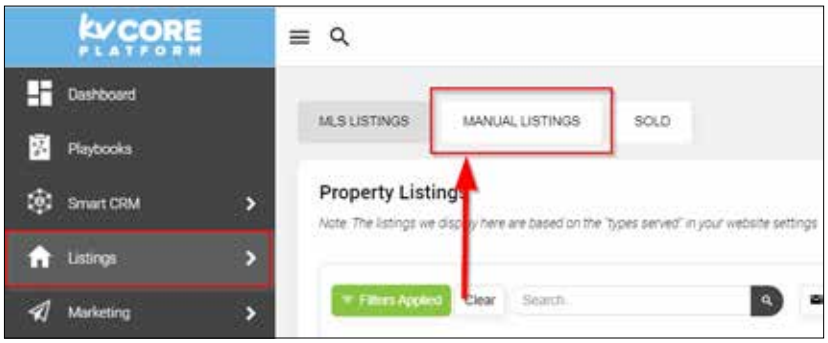
STEP 1

- Log into **BHHSConnect (kvCORE)**



STEP 2

- First, click on the **listings tab,** and then select **'Manual Listings'** button at the top.

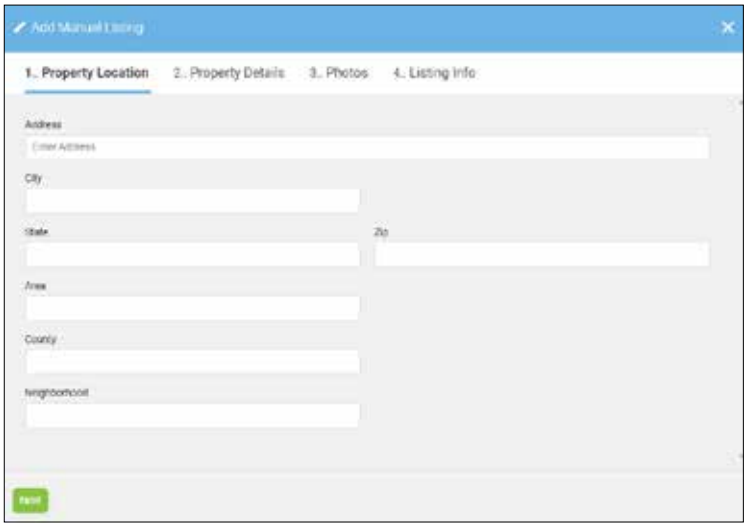


STEP 3

- Then, click '**+ Add Listing**' at the top right.

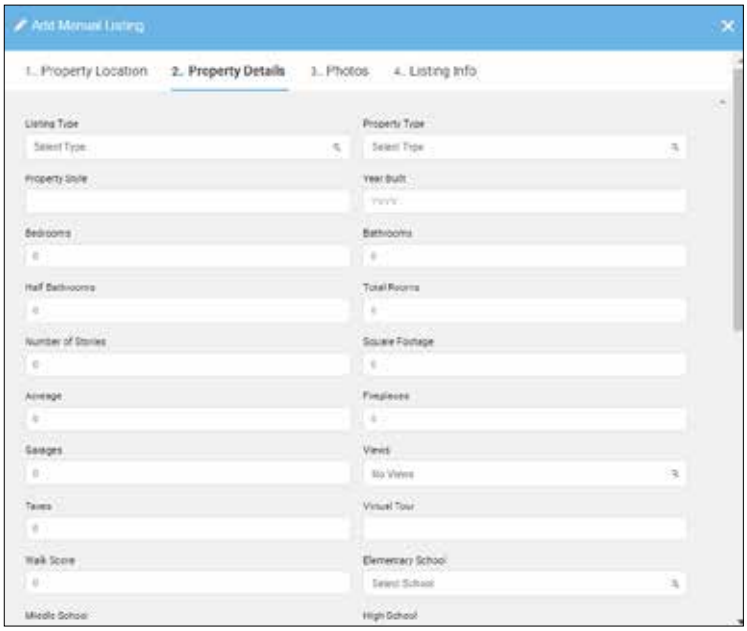
STEP 4

- Follow the pop-up, entering information to the end. Not all fields are required, but please remember the quality of your listing is dependent on what you enter into all the fields. The more info you add the better, especially if you are expecting an MLS listing to follow!
- Typing the start of the address will bring up a list of suggestions from Google. Pick the appropriate one. However, if your address doesn't appear, just click outside the field and you can enter the information manually.
- Click '**Next**' after you've entered all the information you can.



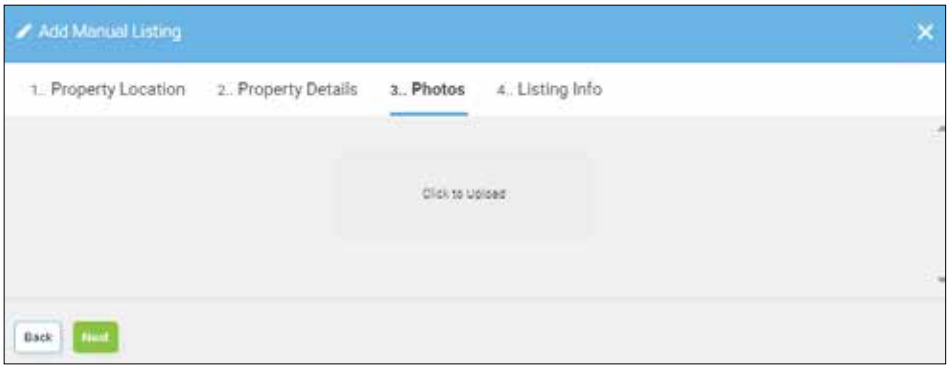
STEP 5

- Manually added listings can only be one of the following types: Coming Soon, Exclusive, Sold
- These types are selectable on your kvCORE website when browsing for any manual listings. Other listing types such as 'Active' or 'Pending' are not available because those types are only for MLS listings.
- ***Please Note:*** Depending on your kvCORE account, you may need to add all manual listings as 'exclusive' in order for the pitch sheet option to work properly.
- Property types typically are also determined by the MLS. If you are expecting a live MLS listing to follow, it would be best to select the property type you intend to use in your MLS.
- The rest of the fields from 'Style' to 'Square Footage' are open fields that are optional.
- Click '**Next**' to continue to photos.



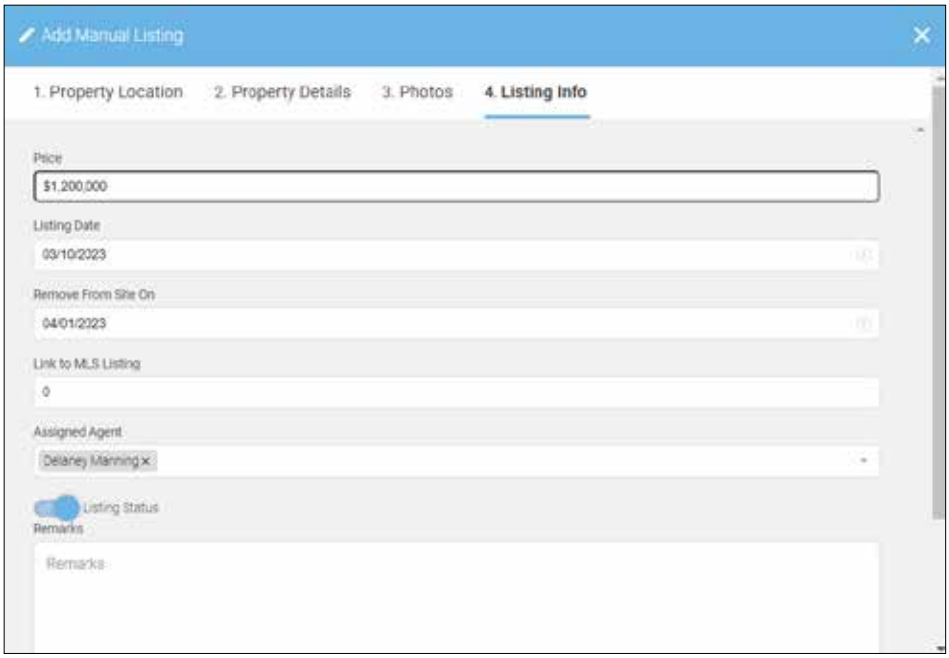
STEP 6

- Click into the **grey box** to browse your computer for listing pictures to upload.
- ***TIP:*** Currently, the maximum image size is 5MB.
- After you've uploaded your photos, click '**Next**' at the bottom.



STEP 7

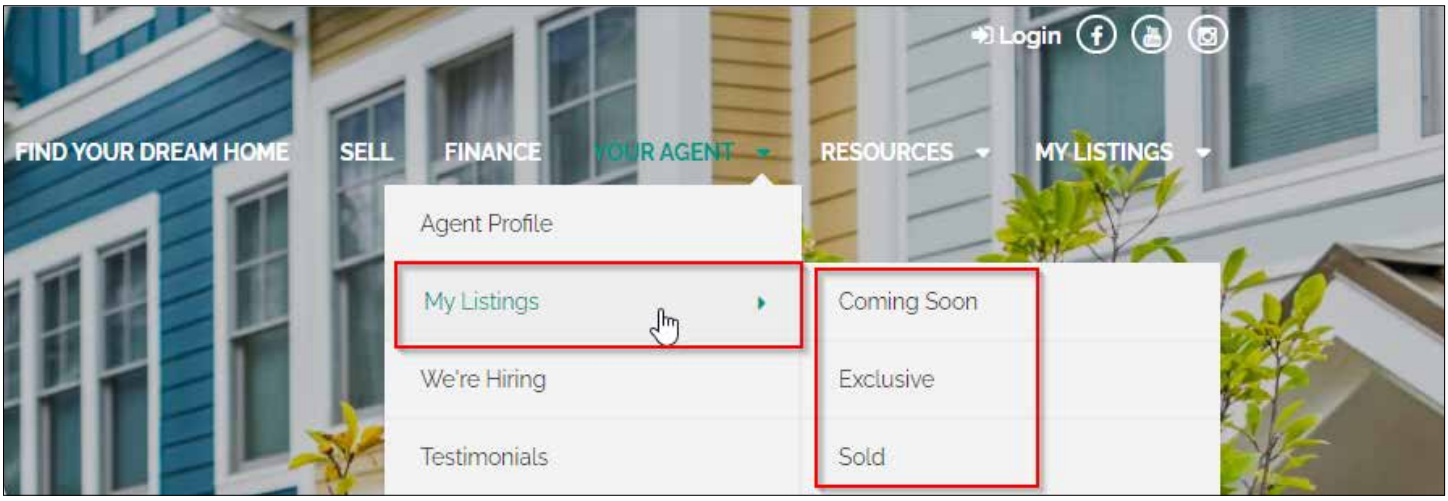
- Here you can specify a few key details that control the connectivity or visibility of your manual listing.
- **Price** - The price will be used to match your manual listing with contacts in your kvCORE database for some features. Please Note: A price is required to generate a seller pitch sheet.
- **Listing Date** - This is the date that will show as the listing post date.
- **Remove From Site** - Come the expiration date, a listing's status will shift from active to inactive, and the front-end site will display a "gone off-market" experience. If all manual listings are inactive, then the front-end site will not show manual listing links at all.



- **Link to MLS Listing** - This causes the manual listing link to auto-forward to the MLS Listing page. Once the MLS listing goes off-market, the manual listing is automatically marked as "Sold" and turned to inactive. When both a manual listing and MLS listing are active, the MLS listing displays. When a manual listing is active and an MLS listing is inactive, the "gone off-market" experience appears. When a manual listing is inactive and an MLS listing is inactive, the "gone off-market" experience appears. When a manual listing is inactive and an MLS listing is active the MLS listing displays.
- **Assigned Agent** - Select the Assigned Agent from a dropdown list. The Assigned Agent will populate to the right of the listing details page.
- **Listing Status** - Manually toggle OFF to set the listing as inactive. Toggle ON to set it as active. Please Note: The listing will not show on your website if this is not toggled ON.

WHERE ARE MY MANUAL LISTINGS?

- Your manually added listings will show on your kvCORE website in their own section under the Agent navigation option:
- Please Note: Manual listings added by Agents will also be displayed on the Office & Brokerage websites.

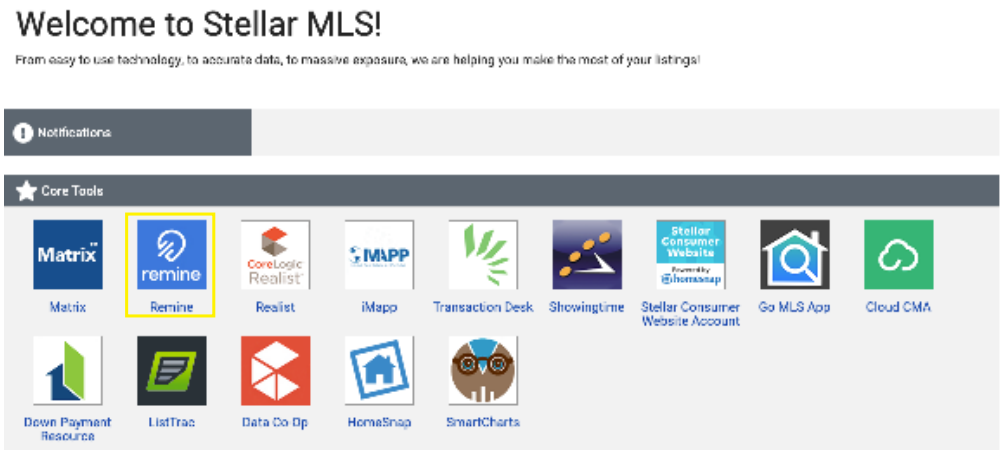


HOW TO: DATAMINE USING REMINE

Use Remine to help you with your prospecting and marketing activities, such as teh 10-10-20 rule, farming a neighborhood and warm-calling!

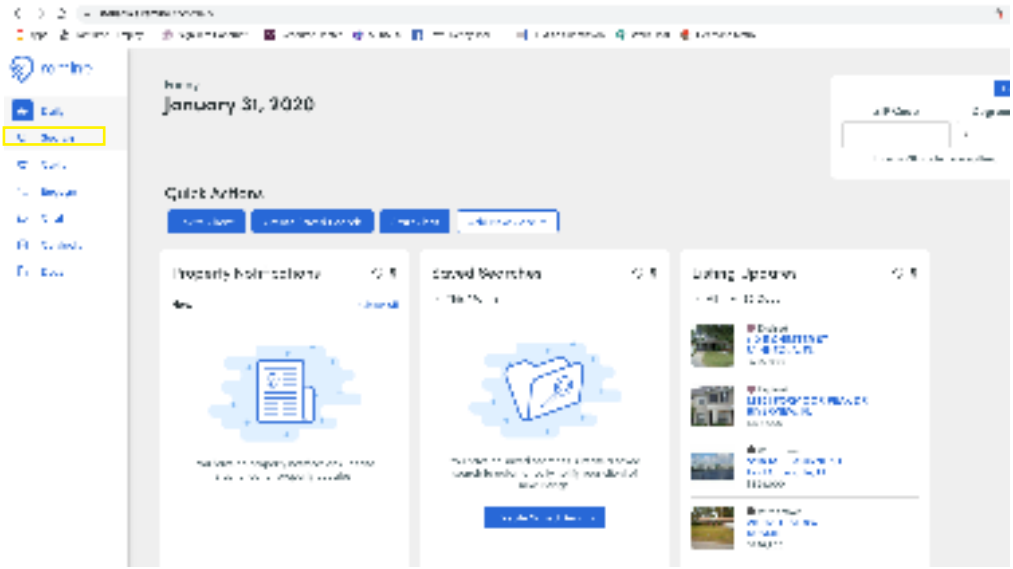
STEP 1: LOG INTO MLS

- Click on **Remine** tile on your dashboard



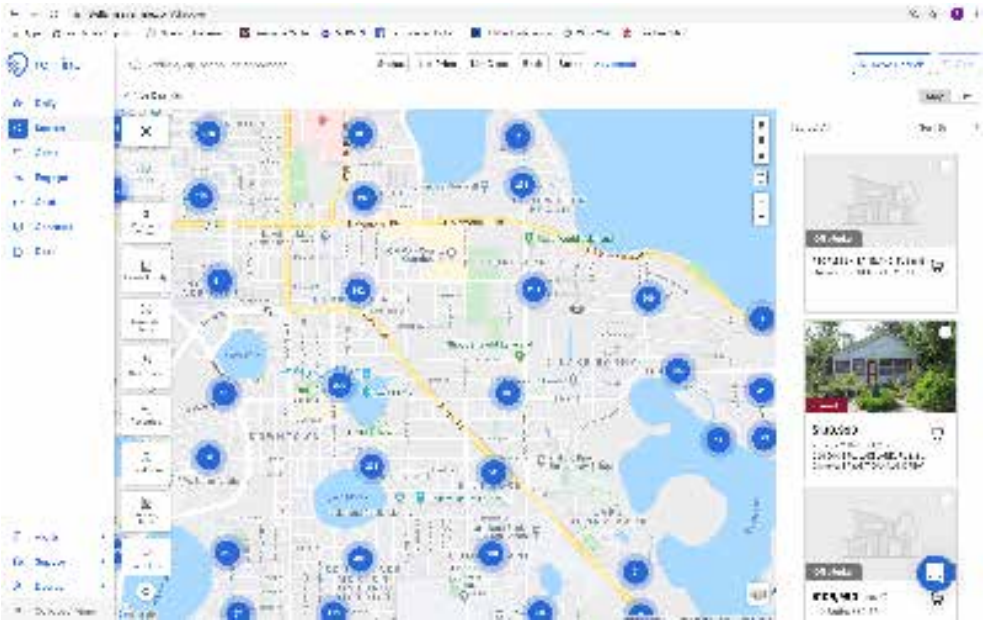
STEP 2: NARROW DOWN

- From the dashboard of Remine, click **Search** on the left hand side of your screen



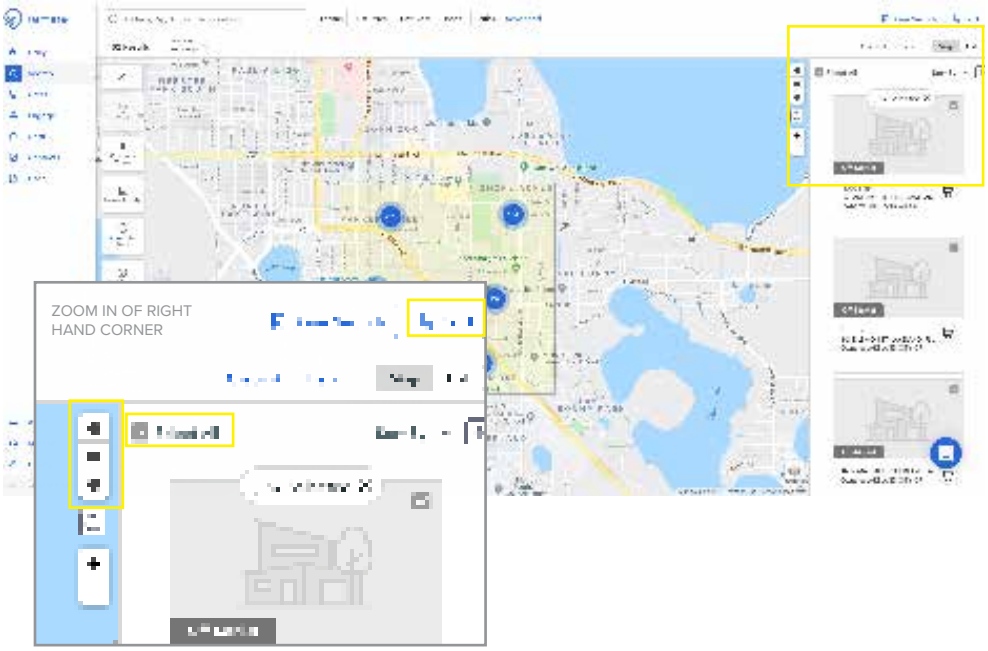
STEP 3: ZOOM IN!

- A map will appear with blue dots, zoom into your desired location
- The blue dots represent how many homes are in that area. Zoom in as far as possible to make your search as close to the subject property as possible.



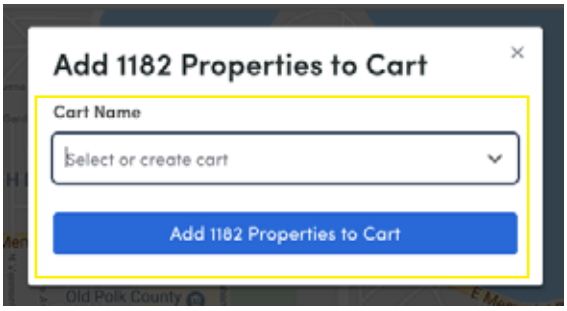
STEP 4: DRAW A SHAPE + ADD IT TO YOUR CART

- On the right hand side of the map, there are different shapes. Choose the **shape** that best fits the location you want to target and draw it onto the map.
- Then in the far right hand column, check the **Select All** box to choose all of the homes in the designated area
- Next, click **Cart** up in the top right hand corner



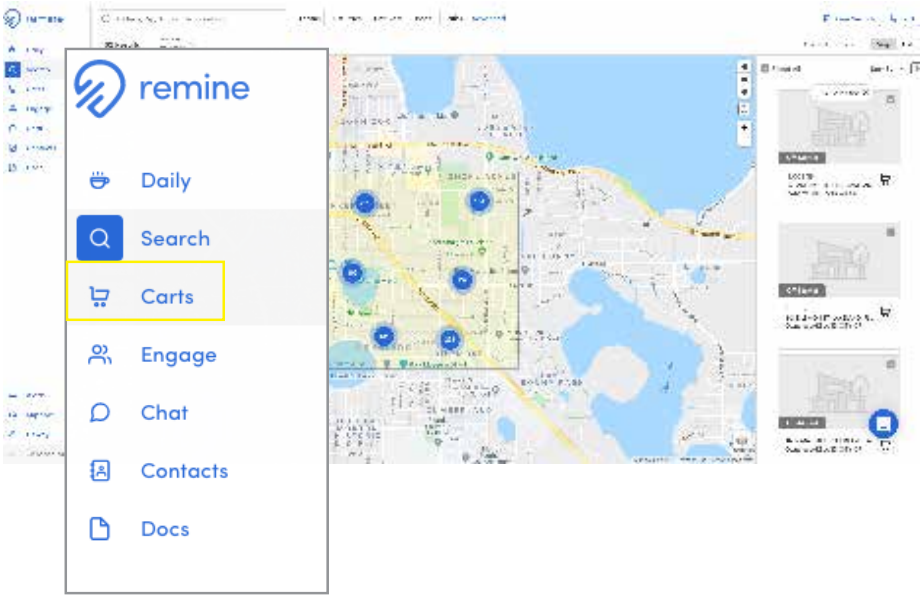
STEP 5: NAME + SAVE YOUR CART

- Name your **Cart** or add this search to a previously made cart (name it specific to the search you are conducting)
- Then click the **Blue Bar**



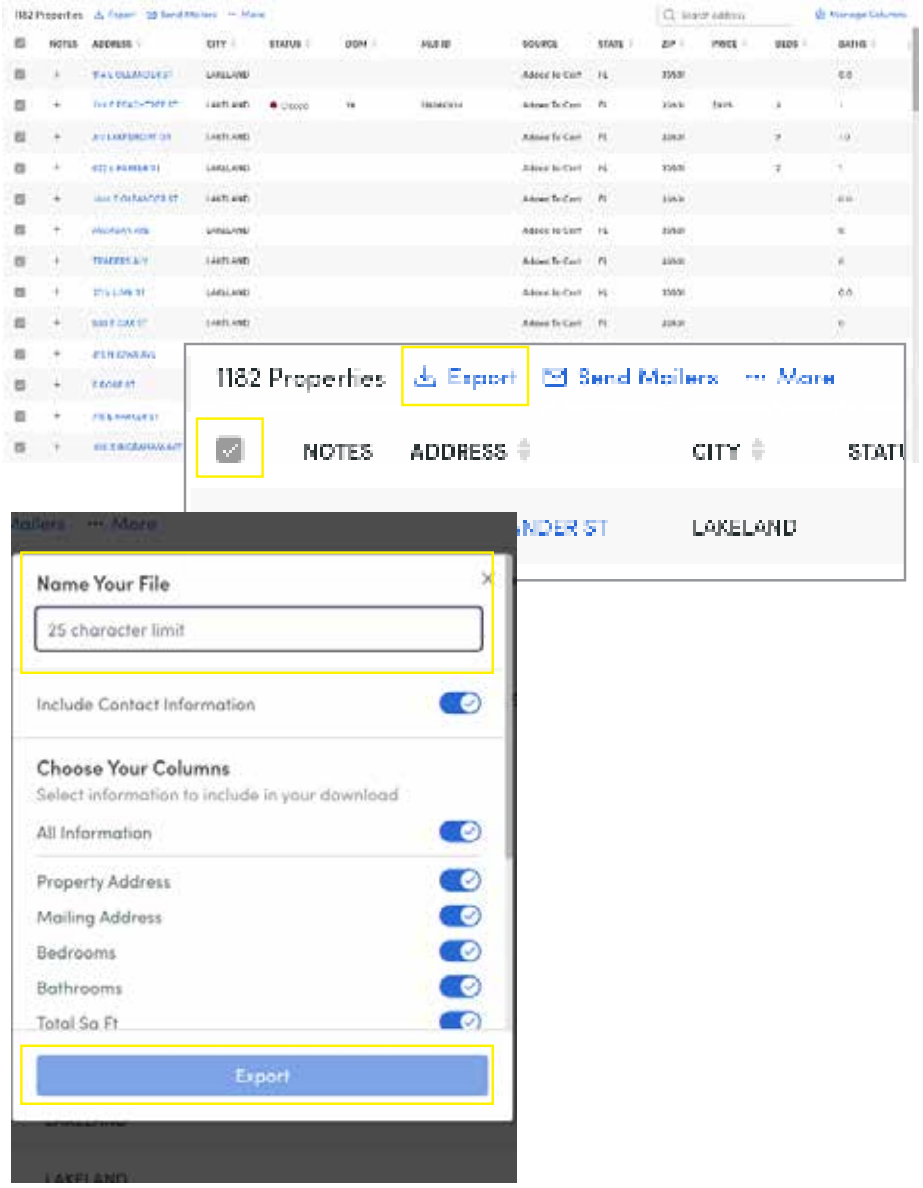
STEP 6: GO TO YOUR CART

- Once the cart has been saved, look on the left hand side of your screen and click **Carts**



STEP 7: EXPORT YOUR CART

- Click the **Cart** you created
- You'll see all of the homes listed
- From here, **check the box** in the top left hand corner to select all of the properties
- Then, click **Export** at the top of the report
- A small window will appear, **Name Your File** and click **Export** (no need to uncheck anything, you want all of those fields included in your report)



NOW WHAT? HOW TO USE YOUR FRESH REMINE DATA

So you've got this fancy report, what to do with it? There's quite a few things we suggest. Read 'em below!

10-10-20 RULE

Phone Call

A phone call is a great way to utilize both your Remine data AND the 10-10-20 rule. You are providing the homeowner with information on your new listing, invite them to your open house, etc.

Bonus: Remine provides a column full of phone numbers and alredy checks it against the Do Not Call Registry! If there is a "DNC" at the end of a phone number, then it is on the Do Not Call Registry. If that is not there, you can use that phone number!

Slydial

If you want to bypass a phone call, you can use a program called Slydial to leave a voicemail instead.

Good to know: Be sure that your voicemail is informative, NOT a soliciation as this frowned upon.

eBlast

Who loves free? We do! The email addresses you receive from the Remine data you pulled is a free and easy way to send your new listing property flyer, an invite to an open house, or let them know the house just sold!

Good to know: Use your marketing package materials from CORE Listing Machine like the flyers and email templates. They're already created for you to save you time!

FARMING A NEIGHBORHOOD

Post Cards

Use the addresses from your Remine Data to farm a neighborhood!

Good to know: Use the postcards RealMailers has created for your listing! Or you can head over to MADI, Marketing Resource or Xpressdocs and use one of their templates if you don't have information about a listing to share with them.

FARMING A NEIGHBORHOOD

8X8 METHOD

Below is a strategy to help you gain momentum in farming a neighborhood in order to win more listings! You will send 8 pieces over 8 weeks then 1 piece per month thereafter. Your first 8 pieces should look personalized to that homeowner and focus on the RELATIONSHIP. The next 12 pieces can be a mixture of general and personal- mailed and in person.

WEEK 1: SEND A PERSONAL NOTECARD

Send a hand-written notecard that is truly personal- NOT asking for business.

Example of notecard:

Hi _____,
Wishing you a Happy New Year! Hope this year brings you all the joy and well wishes! Hoping to talk soon!

OR

Hi There Neighbor!
Wanted to pop in to your mailbox to introduce myself. My passion is Real Estate and wanted you to know if there is ever any questions you have or advice you need I'm just around the corner and would be happy to help!

WEEK 2: SEND AN ITEM OF VALUE

Send a quick letter or print out of fun things happening in and around the community with a personal note.

You'll need to use the internet (sites like Eventbrite) or a local newspaper to compile your information. You can also find a list of things happening around town on Facebook Events!

Here's a **MADI template** you can use to complete this week's task.

WEEK 3: NEWSLETTER

Send a newsletter of Real Estate Activity in the neighborhood. You are showing Homeowner's actives, pendings and recently solds within the community.

There is a **flyer in MADI** you can use.

WEEK 4: POP-BY

You will purchase a small item and clear plastic door hanging bags (Amazon) and create pop-by tags (see customizable tags in MADI here)!

Download the design of your choice, print on heavier card stock, and then cut them out! Attach your business card to the tag, and then attach your tag to the small items you've purchased.

When you're done, drop them off at each of your Farming Neighborhood doors!

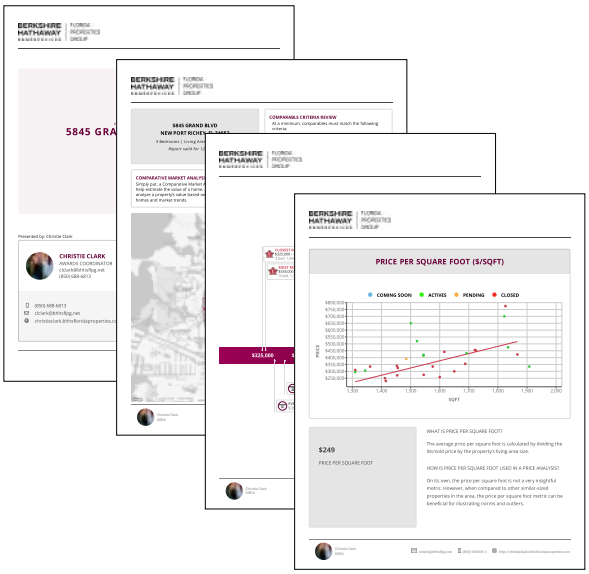
WEEK 5: CMA FROM CORE PRESENT

Print off a CMA 4-Page Report PDF for each house within your farming neighborhood and put them in a hand-addressed envelope to each home.

Write a quick note on the front of each!

Here's a sample:
Thought I would send you a quick update on your home so you can see how the market is impacting you! Hope you find this information valuable.

All the Best,
Casey



WEEK 6: HAND-WRITTEN CARD

Send a hand-written card to follow-up on the report from last week. Sample note:

Hi _____. I sent a quick report last week to give you a snapshot of your home's value! I wanted to do a quick follow-up to make sure you received it and see if you have any questions.

If you ever need anything, even if it's just advice- I'm just a phone call away and would be happy to help!

All the best,
Casey

WEEK 7: NEWSLETTER

Send a newsletter of Real Estate Activity in the neighborhood. You can use MADI to design one. You are showing Homeowner's actives, pendings and recently solds within the community.

This is a repeat of the instructions on Week 3, but don't repeat the same data!

WEEK 8: CALL

Call each customer (use Remine to find phone numbers). Anyone you cannot reach, do another pop-by item.

Example of Script:
The purpose of my call is to ask if you have some time to meet with me next week. I like to do a Real Estate Review for my neighbors. This is quick look at the equity you have in your home, review any potential updates you're considering and answer any questions you have about the market.

AFTER THE 8X8 CAMPAIGN

Pick one of the activities below to do each month. Make sure to do a combination of the below activities so you're not doing the same thing each month.

- Newsletter
- Best websites to shop from home
- Market statistics
- New on the market in the neighborhood
- School Programs
- Facebook Events Nearby for the following month
- Just Listed/Sold
- Indoor Activities around the City
- Pop By's: I'm fishing for your referrals, let's catch up! (Attached to goldfish bag).
- Call each neighbor for a "touch base" call
- Use Remine in MLS to find their numbers
- Hand-written notecard
- Sports calendar Magnets
- Hosted Neighborhood Event
- Annual pumpkin patch
- Flags in front yard for 4th of July
- Ice cream Truck
- Neighborhood yard sale

APPROACH

- Service Not Sales
- Make Good Decisions
- Change their life

COMPANY

- Matches my values
- Innovative Technology and Tools
- Full Service

EXPERTISE

- Reason you got your license
- Committed to Success
- Process - 6 Key Steps to a Successful Sale

JOT THAT DOWN

QUICKBUY®

More Options. More Leads, More Listings.

QuickBuy® Immediate Offer

Sell with greater convenience.

- An immediate offer on a qualified home.
- Bypass showings and preparing the home for market.
- Close on the seller's timeline, in as few as 14 days.
- Sellers become stronger buyers.

QuickBuy® Lock

Sell with greater certainty.

- Lock in the QuickBuy® offer up to 150 days while you market the home.
- Sellers enjoy the assurance of an offer in-hand.
- Accept the offer at any time within the 150 days.
- Seller is in a better position to buy their next home.

QuickBuy® Leaseback

Sell with greater flexibility.

- Seller gets home sale proceeds and can move when ready
- Short and long-term options available
- Eliminate stress over move delays or take time to upgrade the new home

$795 admin fee for all programs. Lock program includes a list price protocol and 1% fee to seller at closing to hold the offer open. Commission % will increase/decrease the net offer price

QuickBuy just got easier! Update toQuickBuy App 2.0. Qualify homes,submit property data,and take or upload photos directly fromthe app whenever your seller is ready for an offer!

Discover Your Seller's Needs

Ask discovery questions to help determine if the convenience and certainty of an immediate offer are important to your seller.

Request an Official QuickBuy Offer

Use the QuickBuy app to qualify the home, submit photos and property information

Present Options

Receive an Offer Letter in 24-48 hours. Present the offer and discuss the best home sale solution for your seller's situation.

Download app | Qualify property | Input address | Take/Upload photos | Add property DNA | Submit for offer

Download the App Now

Register with your contact information.

For offers after Jan 17, 2022 - Submit address, photos and data through the app when ready for an OFFICIAL OFFER. (no CMA or desktop uploads required)

Available on the App Store

GET IT ON Google Play

Generate more leads when you market your immediate sale options along with your traditional sales skills!
Find marketing materials through your brokerage or www.movingstation.com/agent-marketing-resources/

Questions? Contact us at QuickBuy@MovingStation.com

QuickBuy.com

QUICKBUY®

	REQUIRED DOCS - SELLER	REQUIRED DOCS - BUYER
LISTING	*Required Docs	
	Listing Agreement (RFP)	
	Affiliated Business Disclosure (RFP)	
	Seller Disclosure (RFP)	
	LBP Notice (if prior to 1978) (RFP)	
	LBP Disclosure (If prior to 1978) (RFP)	
	HOA Disclosure (if applicable) (RFP)	
	MLS Data Entry Sheet	
	Owner Waiver of Entry	
	Seller Net Sheet	
	Tax Record printout	
	CMA	
CONTRACT	**Required Docs	**Required Docs
	Executed Contract (RFP)	Executed Contract (RFP)
	Disclosures (RFP)	Buyer Disclosure (RFP)
	Escrow Receipt (RFP)	Affiliated Business Disclosure (RFP)
	LBP Disclosure (If prior to 1978) (RFP)	Escrow Receipt (RFP)
	Pre-Approval/Proof of Funds	Seller's Disclosure (RFP)
	Addendums/Amendments	Any Additional Disclosures (RFP)
	Inspection Contingency Release	MLS Sheet - Pended
	Seller Net Sheet	Pre-Approval/Proof of Funds
	Transaction Summary	CMA
	MLS Sheet - Pended	Addendums/Amendments
		Inspection Contingency Release
		Transaction Summary
CLOSING	***Required Docs	***Required Docs
	Fully Executed CD (RFP)	Fully Executed CD (RFP)
	Final Walk-Thru	Final Walk-Thru
FALL THRU	****Required Docs	****Required Docs
	Release and Cancellation	Release and Cancellation

BRAND PROMISE #3

FULL OWNERSHIP

To take full ownership over the trust they've placed in us and act accordingly.

TO BE LEGENDARY, WE ASK YOU TO COMPLETELY OWN THE EXPERIENCE YOUR CUSTOMER HAS IN THESE WAYS:

- Make sure all communication is timely and delivered in the way the customer wants.
- Do all things with the utmost integrity.
- Do not make excuses. If it is a customers reality, it should be ours.
- Do not take on more than you are capable of handling exceptionally well.
- Make sure that you know and abide by all time frames, whether detailed in a contract or by the customer.
- Be solution driven.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- If a problem is presented, research and present the customer with two potential resolutions.
- If there is tension, confusion or lack of trust we ask you to have a direct conversation with the customer to address and resolve.
- Give knowledgeable solutions and direction for how they're feeling at their current stage. May vary per person.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Did I hear that correctly?
- Is that what is most important to you?
- Did I prioritize that correctly?
- Did I miss anything you'd like me to take care of for you?

JOT THAT DOWN

DAY

4

WHAT WE'LL BE COVERING TODAY

DEAL PROCESSING & SYSTEMS

DOT LOOP & PROCESS FLOW

DEAL PROCESSING AND COMPLIANCE TRANSACTION

MANAGEMENT FEE

READY-TO- GO KIT

LEAD GENERATION, 8 X 8 PROSPECTING, EXPIRED & FSBO SCRIPTS

BRAND PROMISE #4

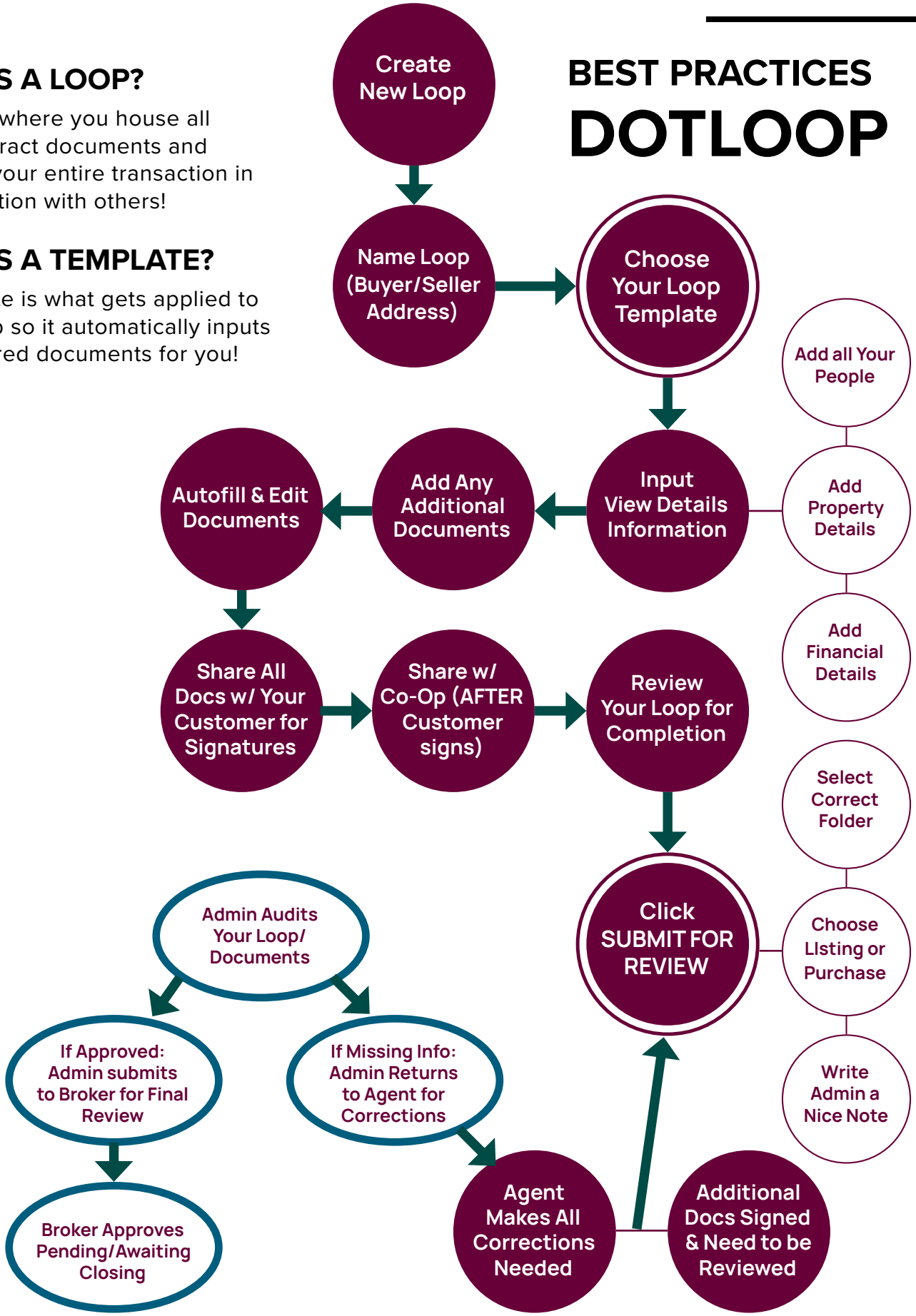
BEST PRACTICES DOTLOOP

WHAT'S A LOOP?

A loop is where you house all your contract documents and manage your entire transaction in collaboration with others!

WHAT'S A TEMPLATE?

A template is what gets applied to each loop so it automatically inputs the required documents for you!



TIPS & TRICKS
DOTLOOP

My Account (helps with auto-filling documents)

1. Navigate to your initials in the top right of your screen
2. Click on 'My Account' and complete all the details under 'Account Settings' and 'Profiles'

• By filling out this information, dotloop will be able to help you save time filling out documents

Using Statuses and Filters (keep your home page tidy)

Too keep your loops organized you will want to establish the loop's type and status. Then you can apply filters to your home page.

1. On your loops home page you will see 'Type' on each loop. Click on 'None' to choose/establish loop type
2. Once your loop has a type you can set that status

• Setting filters on your home page will only allow you to see loops that have the status you checked off. We recommend checking off all statuses except for sold, leased and archived

Adding Documents Via Email (great for on the go)

1. Within your loop click on 'Add Documents' then choose 'Email' option.
2. Click 'Copy to Clipboard'
3. Navigate to the email you received and make sure the attachment is a PDF.
4. Click Forward within the email.
5. Instead of typing out an email address to forward it to you will simply right click > paste. The email address that was copied to the clipboard will pop in.
6. Click send.
7. Go back to your loop and refresh the page > the attached documents are now in your loop!

Renaming an Open Document

1. While within the document, click on the name of the document in the top left. It will become editable.
2. Type the new name of the document > hit enter on your keyboard to save the change.

Hot Keys (place initials quickly by copying and pasting)

1. Open document > In top right click 'Add' then select what you want to add
2. Assign the initials/signatures to the correct person, resize if necessary
3. Now we need to select the item(s) or field(s).
   • If it's just one field you will just click on that field
   • If you have multiple fields then hold down the shift key while clicking on the fields
4. To copy use COMMAND+SHIFT+C (for Mac) or CTRL+SHIFT+C (for PC)
5. Navigate to the place you need the initials and use COMMAND+SHIFT+V (Mac) or CTRL+SHIFT+V (PC). The field(s) will follow your mouse until you click where to place them.

TIPS & TRICKS
DOTLOOP

Splitting Documents (less time at the scanner)

1. Open the one large document and click on 'File'
2. Choose 'Split Document' (notice that you can also rotate documents/pages)
3. That will open a pop-up box where you will determine:
   - The number of documents you will want
   - The page numbers of each new document and the Document names.
4. After you click 'Split Document' you will be left with just the individual documents and the original will be archived.

Merging Documents

1. Open the loop and navigate to the documents
2. Drag and drop the documents into the correct order
3. Check the boxes to the left of the document
4. Toward the top right of the page click on 'Download'
5. This will download all selected documents to your computer as one document

Document History (did the agent view my offer?)

1. Open the document and click on 'More' and choose 'Document History'
2. This will open a smaller window that gives a complete audit trail of the document. Date and time stamping anytime the document has been viewed, shared, signed, modified or exported.

Host in Person Signing (instead of email)

1. Open the document and click on 'More' and choose 'Host in Person Signing'
2. Choose who you want to sign the document(s)
3. Hand the device over to the client. They will now sign the document
4. Once signed you will need to sign back into your account to view the document
   - Best practice is to open multiple documents (if necessary) and then begin the Host in Person Signing process. You client will receive a signed version of the document via email.

Make a Copy (Helps add Signatures/Initials/Text to signed documents)

1. Open the specific loop > scroll down to your document > On the document you need to copy, click the three dots to the right > Click on 'Make a Copy'
2. Choose 'Copy as Flat PDF' then 'To Loop'
3. Type in the Loop Name to the search bar to copy the document into a specific loop > Once you find the loop you can decide which folder needs to have the copy
   - Making a copy allows you to copy documents between loops and folders. By copying as a flat PDF you can make changes to a signed document without clearing all signatures/initials.

CRAFT A BUYER-CENTRIC EXPERIENCE:

ELEVATE YOUR REAL ESTATE SERVICE WITH READY-TO-GO KITS

When working with buyers, being prepared, and setting the scene provides a greater opportunity for success. In the current real estate landscape, buyers often opt to travel independently to property viewings, emphasizing the significance of your initial interaction.

1. **Differentiating Touch:** Introducing a personalized care package at the first meeting becomes a distinguishing factor, setting you apart from your peers.
2. **Contents of the Packet:** This comprehensive packet is designed to enhance the home purchase journey, including thoughtful items such as bottled water, snack bars, and dog biscuits. This not only showcases your consideration but also leaves a lasting impression on potential buyers.
3. **Professionalism & Beyond:** Go beyond the basics by incorporating a list of active homes, intriguing facts about the area (e.g., Tampa), your professional resume, testimonials, and a business card. This multifaceted approach underscores your professionalism and work ethic.
4. **Navigating Multiple Properties:** For instances involving multiple property showings, providing a package of goodies ensures buyers stay nourished until a proper meal. The creation of a Buyer Care Kit, filled with valuable items, fosters a memorable connection, keeping them engaged with your services.

BUYER CARE KIT

- Water bottles and snacks
- Coloring Book with Crayons
- Mints or Health Snack
- Dog treat (if applicable)
- Interesting Facts about Tampa
- A list of active homes in the area.
- Your Business Cards
- Your resume, Team Flyer, Testimonials, etc.

In addition, you may want to keep some basic items on hand when you're working with a buyer or a seller that will help you assist them better.

AGENT CAR KIT

- Business Cards
- Measuring Tape/Device
- Mobile Device Charger
- Hand Sanitizer
- Change of Clothes & Shoes
- Healthy Snack
- First Aid Kit
- Basic Tool Kit
- Flashlight
- Kleenex or Paper Towel
- Umbrella
- Earth Bag
- Blank Envelopes

READY TO GO KITS FOR YOUR USE

Although most required real estate documents are in your loop, having blank real estate documents available at your fingertips may assist you with securing a real estate opportunity.

LISTING DOCUMENTS PRINTED

- Exclusive Right to Sell
- MLS Data Entry Sheet
- Foreign Buyer Notice
- Affiliated Agreement
- Sellers Disclosure
- Lead Paint Form & Pamphlet, If applicable
- HOA and CDD Document
- 2-10 Home Warranty

BUYER DOCUMENTS PRINTED

- “As Is” Contract
- Foreign Buyer Notice
- Affiliated Business Agreement
- Buyer’s Disclosure
- Exclusive Buyer Broker Agreement
- 2-10 Home Warranty
- Energy Efficiency Brochure

Agent Car Kit preparedness is the key to a smooth relationship with a buyer. Even if not all documents are used, explore the importance of being prepared with an Agent Car Kit. Understand the value it adds to your service and discover the gratitude it brings when unexpected real estate documents are needed.

MIKE FERRY EXPIRED SCRIPT OVER THE PHONE

Hi, I'm looking for _____

my name is _____

with Berkshire Hathaway

HomeServices Florida Properties

Group. I'm sure you've figured

out that your home came up

on our computer as an expired

listing and I was calling to see...

1. When do you plan on interviewing the right agent for the job of selling your home? (Never) Terrific! / Really!
2. If you sold this home ... where would you go next? (LA) That's exciting!
3. How soon do you have to be there? (Already) Ouch!
4. ... what do you think stopped your home from selling? (The agent) Really!
5. How did you happen to pick the last agent you listed with? (Referral) Great!
6. What did that agent do ... that you liked best? (Nothing) Ouch!
7. What do you feel they should have done? (Sold my house) Really!
8. What will you expect from the next agent you choose? (Sell my house) Terrific!
9. Have you already chosen an agent to work with? (No) Wonderful!
10. I would like to apply for the job of selling your home... are you familiar with the techniques I use to sell homes? (No) You're Kidding!
11. What would be the best time to show you ... Monday or Tuesday at?

FSBO SCRIPT

Hi, this is _____ with Berkshire Hathaway HomeServices Florida Properties Group , and I'm calling about the home for sale... is this the owner? I'm doing a survey of all the For Sale By Owner's in the area and I was wondering...

1. If you sold this home ... where would you go next? (LA) That's exciting!
2. How soon do you have to be there? (3 months) Fantastic!
3. How would you rate your motivation to move ... on a scale of 1 to 10? (5) Good for you!
4. What methods are you using for marketing your home? (Sign and ads) That's great!
5. How did you determine your sales price? (Other agents) Fantastic!
6. Are you prepared to adjust your price down when working with a buyer? (Within reason) Terrific!
7. Why did you decide to sell yourself ... rather than list with a real estate agent? (Save the commission) Great!
8. If you were to list ... which agent would you list with? (None in mind) Fantastic!
9. How did you happen to pick that agent?
   ( ) Good for you!
10. If you were to list ... what would you expect the agent to do ... to get your home sold?
    ( ) That's great!
11. How much time will you take ... before you will consider ... interviewing the right agent for the job of selling your home? ( ) Excellent!
12. What has to happen ... before you will consider ... hiring a powerful agent ... like myself ... for the job of selling your home?
    ( ) Perfect!
13. Are you familiar with the techniques I use to sell homes? ( ) You're kidding!
14. What would be the best time to show you _____ or _____?

MIKE FERRY
40 REAL ESTATE OBJECTIONS HANDLED

1. "If I list my home with you and buy my next home from you, will you cut your commission?"

"You know, I can appreciate that, and I want to be up front with you and say NO, I will not cut my commissions, and for one very simple reason."

"As a professional my time has a certain value and I only work with people, like yourself, that realize the value of my service … and before you say anything, think about this … "

"If an agent is willing to cut his or her commission, just like that, how well do you think they will hold up when it comes to negotiating the best possible price for your home?"

"I want to demonstrate, up front, how tough I am going to be for you … Therefore, cutting my commission is not an option … does that make sense?"

2. "I have to keep my promise to the agent from which I originally bought the home."

"That's great, I can appreciate your loyalty and that is a quality that I respect in people … so, I'm curious, let me ask you this …

"Has there ever been a time when you decided to buy something or do something and a friend said, "Hey, no problem when you need help, I can do it" and in the end, because you didn't check around, you really didn't get what you wanted … Have you ever been there before?" (YES)

"Well, I think you might find that this time is just like that time, and with that in mind, I'm sure you can see the importance of having me over to give you a second opinion … that wouldn't hurt anything, would it?"

3. "I have seen this marketing plan from many different agents … what makes yours different?"

I'd level shift … "You know what? You're right! There are only a certain number of things any agent can do to get a home sold and I think the final decision is not based on what I do differently …

"I think the real issue is how you feel about the agent representing you … So tell me, what qualities are you looking for in an agent?

Did you see how I shifted from "What do you do different?", to "What qualities are you looking for?"

Top Agent Alternative: "My results!"

4. "Why is your price so much lower than the other agents that we have talked to?… I mean, they have comps that show higher prices than yours?"

"It's kind of confusing isn't it? I mean, you interview four agents and you get four different prices … right"? (Yes, why is that?)

"You are probably thinking, why did this person come in with such a low price? Doesn't he or she want to get our listing? Well, my answer is Yes and No."

"You see there is a very big difference in the way that I operate and the way that most agents operate. Most agents manipulate the computer to show figures that they think you want to hear. Why?

"Well, most agents don't do much or get much business. Getting your listing makes them feel like they are accomplishing something …

"Whereas, I, on the other hand, sell homes, non-stop, all day long. Do you want to know why?" (Sure)

"I tell nice people like you, the truth. Did you know that only % of the homes that are listed for sale actually sell?" (No, I didn't know that.)

"There's a very simple reason, do you want to hear it?" (Yes)

"Most agents do not have many listings. Therefore, convincing you to list your home with them becomes very important."

"That's why they'll tell you whatever price they think you want to hear, even if they know six months from now, you will not be happy with them at all because no buyers will look at a house that is over priced … Does that make sense?"

Top Agent Alternative: "My comps show the price I have indicated. I will take the listing if you will agree and sign an acknowledgement form tonight that you will reduce the listing to my price in 30 days. I would rather see you turn down 10 offers than never get one."

Top Agent Alternative: "They emphasize listed prices. All I am concerned with is what is sold and has closed escrow. You wouldn't want to base your price on erroneous info, would you?"

Top Agent Alternative: "There are two places you can price your home … You can list it where it sits or you can list it where it sells. Which is better for you?"

5. "I'll sell my home when the values go up!"

If a prospect has no reason to sell their house then that is a condition. You can't overcome conditions.

6. "How much advertising will you do, because I want a lot of advertising?"

"I understand that advertising is a concern … Are you familiar with the difference between passive and active marketing?" (No?)

"Passive marketing is basically sitting around with your fingers crossed waiting for a buyer to shop up and buy your home…

"Passive marketing is holding open houses, sending out flyers and advertising in the newspaper…

"You see, these methods are passive and you can't predict if they will work or not. Yet, agents that don't want to work at getting your home sold will insist that they have sold many homes this way … And do you know what?

"I agree, you can get a home sold that way … But, you can't guarantee it. Do you understand what I mean by passive, basically sitting around waiting to get your home sold?

"Active marketing on the other hand is much more aggressive and very predictable."

"I will be on the phone every single day and call 10, 25, 50 even 100 people asking them if they would like to buy your home, if they know someone who would like to buy your home or if they would like to sell their house…

"Do you know why I ask them if they would like me to sell their house?" (Why?)

"You see, the more signs I have out in the community, the more buyers that will call on those signs. The more buyer calls I get, the more people I can show your house to …

"Now, which way, passive or active do you think gets more homes sold?

"Would you like me to spend all my time and effort doing what is proven to get your home sold or would you like me to sit around with my fingers crossed hoping a buyer happens to call?"

Top Agent Alternative: "I advertise to the brokerage community; it has the qualified buyers for which we are looking." (Passive vs. active, etc.)

7. "You're too busy, you have so many listings, we want someone that can give us the attention we deserve."

I'd level shift this one, I'd say…

"I can appreciate that and you probably haven't had a chance to think about the advantage I have over my fellow agents in town…

"You see, the more listings I have, the more signs I have on the street. The more signs I have on the street, the more calls I get from buyers … and, of course, most of those buyers don't buy the house they call about and many of them will be very interested in our house."

"Can you see the advantage of listing with an agent that has 20-30 signs on the street working for you?"

Top Agent Alternative: "It's funny you should say that … Benjamin Franklin said, "If you need something done, ask a busy person."

8. "I want to find a house before I put mine on the market."

"I agree, finding your new home is important and the unfortunate thing is … it may take as long as three months for your home to sell. Then it will take another two months to get all of the paper work done and, by that time, any home that you would have found, would already be sold."

"Let's get the listing agreement signed right now and get to work on getting your home sold tonight, so you don't have to wait any longer than is necessary to get moved into your new home … sound good?"

Top Agent Alternative: "I understand your concern about your new home. I've brought you a list of current listings that fit your needs. Check these out and we will start looking. Once this house goes under contract, we will put a contract on your #1 choice – Close both homes the same day – One move for you! You are in good hands. I will take care of you."

Top Agent Alternative: "Terrific! Have you seen a home or are you ready to make an offer on one?" (No) "Great, let me go ahead and schedule a time with my lender and buyer/showing agent. They can handle that for you. Let's go ahead and write up the contract now."

9. "You don't handle homes in our price range."

I'd level shift …

"You're right, I don't sell a lot of homes in your price range and that's exactly why I'm here tonight …

"I usually sell homes in lower price ranges and what I find is … after I sell my client's homes, a great many of them move up to your price range, therefore, it only makes sense… that the next logical step for me is to start to sell your price range as well, considering I already have a relationship with many of the buyers that will be interested in your home … does that make sense?"

10. "I need to net this amount in order to move, I have to be at my new job in 90 days, but I can't afford to buy a new home if I take a loss."

"I can appreciate the position that you are in. Many people in our area are in the same position and you know … I'm curious. Has there ever been a time when you knew you were going to have to make a sacrifice?"

"I mean, you knew it was going to be tough and in the end, after analyzing all of your options, you realized that there was only one thing to do … Put our head down, grit your teeth and go for it …

"But you found that in the end, it all worked out. You made it through the tough times and life went on, maybe even better than before …

"Have you ever been there before?" (Well, yes)

"This time is just like that time … as you can see, the competitive market analysis shows that there is no way anyone is going to give you what you need to make this move …

"My question is this. Is it more important to get out from under this house, take the new job and work through the tough times or are you in a position to keep making mortgage payments on this house for a couple of years until property values go back up?" … Help your prospects to see that they have probably been in tough places before and made it through … and this time is no different.

11. "If I have to sell at that price, then I will sell it myself."

"I can appreciate your frustration with the marketplace and I was wondering, what specifically causes you to believe that you can sell this home yourself, when less than % of the home listed for sale with real estate agents are selling?" (I don't know … but, I can't afford to sell at that price.)

Ah-ha! The real objection comes out! Now dig more, find out the true motivation and handle the objection the way I have already taught you.

Top Agent Alternative: "No matter what you ask for, the homeowners are trying to save money by selling their homes themselves. I can create more competition through the brokerage community."

12. "If we have to sell that low we will sell it ourselves and pay 3% to the agent that sells it."

"I completely understand your point of view Mr. And Mrs. Seller and it sounds like you haven't been involved in this kind of transaction in a while … can I tell you why?" (Sure!)

"Agents work with buyers because it is easy. You show the house, the agent writes an offer, and the agent on the listing side handles the next three months of legal paperwork trying to get the deal closed … Does that make sense?" (Yes)

"If you list it for sale yourself, who will follow up with the three months worth of legal paperwork … you? If so, what agent will want to risk the fact that you have never done it before?"

"Let me ask you this … If you were an agent, would you rather show homes that were listed with professional agents that worked to get deals closed?"

"Would you rather show a home and keep your fingers crossed, hoping that you don't get sued by the buyers because some legal aspect was overlooked by the homeowners and the transaction didn't get done … Which would you rather do?"

"Do you see my point?" (Yes)

"Your idea sounds valid. It just doesn't fit into today's "lawsuit-happy" reality … I'm sorry. Are there any other questions I can answer before you sign the listing agreement?"

Top Agent Alternative: "That may sound good, but then nobody is pushing your property. If nobody pushes it, nobody shows it. If nobody shows it, then I guess it won't sell."

13. "We don't want to list at a price that will get it sold in one week."

First of all, why would you tell them that it was going to sell in a week, unless they told you they needed to be gone in a week?

The only reason you would get that objection is if you were getting overly egotistical and ambitious and bragging … I'll sell your home in a week …

It is more important to listen to when they want to be gone and tell them that your price will get them there on time and maybe even a week or two sooner!

You created that objection yourself, so I'm not going to handle it.

Top Agent Alternative: "I'd rather turn down 10 offers than never get one … I'll work with you to get the right price for your home."

14. "We can always come down in price later."

"You're right, and I think you need to take into account how homes get sold."

"You see, if we come out of the shoot with your home overpriced all of the agents that show properties will instantly write you off as non-motivated sellers … Can I explain what that means from an agent's perspective?" (Sure)

"The higher a price is on a property, the less a seller needs to sell it … at least that's what the agents believe … purely from their past experience …

"Now, a non-motivated seller means, that even if you come down in price later, two things will happen."

"Most agents won't even realize your home has been reduced. Now, you might say, can't we send them a flyer telling them that it's been reduced?"

"Yes, we could send everyone a flyer telling them that the prices has been reduced, but agents get 500 flyers a week and there is a good chance it will go unnoticed."

"If they see that you had the home priced real high in the beginning, that will tell them that you were kind of unrealistic when we listed the property, meaning that you didn't believe that what I was saying was true … all agents interpret this as trouble when it comes to getting the deal closed."

"Do you understand why? If we price it to sell right from the beginning, our odds of getting agents to show it is much higher."

Top Agent Alternative: "By that time the buyer for your home will have bought another. Do you want to lose that buyer?"

15. "We aren't quite ready yet, we need to finish a couple of projects around the house before we put it on the market."

I would say … "I agree that making sure the house is up to par is important and you probably didn't realize how little effect it will have on getting your home sold …

"Let's get your home listed for sale, get some of the top brokers in town to show the house to prospective buyers and get their feedback …

"The good news is, you'll find that maybe only one or two of your projects actually need to get done … if any at all …"

"It sure would be nice to not have to spend a dime to get out of this place … wouldn't it?" (Yes) "Great, which would be better for you, tonight at six or 7:30?"

Top Agent Alternative: "Great! Why don't we complete the paperwork now and while you are doing your projects I'll get the flyer done and paperwork processed so when you are ready I will be ready too! We'll show it in 2 weeks."

"How much money will you spend on those? You'll probably not make that money back. Let's just sell as is and save you the time and money okay?"

16. "Will you cut your commissions, other agents will?"

"You know, you're right, there are a lot of desperate agents out there and I'm a little concerned … can I tell you why?" (Yes)

"Do you own anything more valuable than this home?" (No)

"Could you say that it is your most valuable possession?"(Yes)

"If an agent is so desperate that they are willing to broadcast the fact that they don't think they have any value as a Realtor, then I'm confused."

"Is that the type of person you want sitting across from the negotiating table trying to negotiate you a better price?"

"We are talking about a person who has already admitted that he or she doesn't even see value in himself or herself … "

"Is that the type of person you want to represent you in the most valuable transaction of your life?" (No)

"Good. If that was the case then I should not have even come over, considering I work 14 hours a day and my assistant works 8 hours a day to get your home sold and that's very valuable … don't you think?"

Here's one for the top producers and I have to say something before I give it to you. The more conviction you have the less you will get objections like this.

In fact, this objection is purely a function of a weak presentation … If you sound hesitant, your prospect will begin looking for ways to exploit your weakness.

I would interpret this objection as your prospect telling you … "I don't think you have any value … so you better prove it to me."

Top Agent Alternative: "They may feel they are worthless. If they will reduce their price at the listing table, what will they do at the negotiating table? I will be tough and professional on both my fee and your price, particularly at the negotiating table."

Top Agent Alternative: "Commissions aren't negotiable with agents that sell homes daily. They are only negotiable with realtors who don't believe in the services that they offer. Now you told me you had to be gone in 90 days, right? You need a strong service agent that sells homes, right?"

17. "It seems like 7% should be enough to cover your expenses without paying an additional $250 transaction fee."

I would level shift from money to peace of mind … I'd say …

"I can understand your concern. It is a lot of money … so, I want you to look at it this way… Don't look at the money. It's really the peace of mind you will experience when you use my service …

"Unfortunately, most agents don't run their business like a business."

"That means they don't have all the support necessary to guarantee your home will sell … and what is even more important than that is having staff necessary to get the deal closed."

"Did you know that only XX% of the homes listed for sale actually sell?" (No)

"Well, even worse is this, did you know that only XX% of the homes that get offers actually end up closing?" (No)

"The reason you are going to pay me more is simple. Every house I list for sale sells, and my staff gets them closed so you walk away with a nice big check in your hand … I mean, that's what you want isn't it?"

Top Agent Alternative: "I have a licensed specialist who does nothing but track your transaction on a daily basis. You can lose more than $250 by not having someone watching your deal daily. One agent can't do it all, it's impossible."

Top Agent Alternative: "I understand. Remember I get 3% of the 7%, which I split with my company – then I take off for my expenses. The transaction coordinator is an insurance policy that your home will close escrow, but if you'd rather take a chance … "

Top Agent Alternative: "When you get a loan you pay points and a processing fee. It's the same thing. Isn't it worth $250 to have me and my six assistants working for you?"

18. "Why don't you advertise? Everyone else we talk to says they do the same things as you plus they advertise."

I'd say … "Obviously that is a valid concern and I'm glad you brought it up … You see, I want you to realize that if an agent tells you that he or she does the things that I say I'm going to do, which is to …

"Actively prospect daily every single day to get your home sold …

"Then he or she is more than likely stretching the truth a little. Can I tell you why I think that?" (Sure)

"Agents that advertise a lot don't want to work. So, what these individuals will tell you is that they actively prospect every day to impress you …

"But, let me ask you a question … If you could sell a home without spending 50% of your money … would you?" (Yes)

"I mean, all smart business people would … wouldn't they?" (Yes)

"Either they are not smart, or they aren't telling you the whole truth … does that make sense?"

19. "You don't hold open houses … Why?"

I would say exactly the same thing I said about advertising and talk about passive versus active marketing.

Here's one … you were guaranteed the last interview and after all is said and done they say …

20. "We still need to interview one more agent." (Even after they promised you would be last)

Okay? First of all … that is not the real objection … they are just saying to you …

"We don't see why we should pay you money to sell our home … that's why you should leave."

So, what we need to do is flush out the real objection.

Use the "What specifically causes you to believe" but, only if you are in good rapport, otherwise it might be a little too strong …

For a less direct version that will still flush out the real objection try something like this …

"You know … I can appreciate the fact that you want another opinion, and the fact that I was told that I would be the last agent interviewed only tells me one thing …

"Do you want to know what it is?" (Yes)

"Somewhere, somehow, I have not completely convinced you that I can sell your home. So tell me …

"What is it, specifically, that is stopping you from signing the listing contract with me tonight?"

Now, you're going to get the real objection and you can use one of the patterns I taught you to handle it …

Top Agent Alternative: "I can appreciate that before we met today that you set up another appointment with another realtor. I'm sure you will agree that my qualifications will be tough to beat. I'll be happy to call the other agent, cancel your appointment and it will be one less delay in getting your home sold."

Top Agent Alternative: "Agents work together. I will call and tell him/her your home is listed and they can bring their buyers anytime."

Here's another objection for those of you trying to convert your real estate business into a real business. Which means you are asking your prospects to come into the office for appointments.

21. "It is important to us that you see our home, even though you don't think it will make a difference in price. We want you to see it. We will only meet with you at our home."

The only time you get this one is if you are using the Mike Ferry "Appointments in the Office" strategy. Here's how I would handle it.

"I understand that seeing your home is important to you and that's why I'm willing to make an exception for you … under one condition …

"If I decide to come over to your house and I present something that makes sense to you and you understand exactly how I'm going to get your home sold, and you feel comfortable with it … are you going to list your home for sales with me at that point?"

If the answer is yes, go!

If the answer is maybe, then you need to decide what you want to do.

Top Agent Alternative: "Why don't I come by on my way to the office tomorrow morning, I'll look at it then, and see you here at 5:00 p.m. tomorrow night. That way I can show you our office set-up?"

Top Agent Alternative: "I will see your home once it's listed. You see I spend all my time out in the field looking for buyers to sell my listings. So, when your home is listed, I will be doing the same thing."

22. "We want to have an exclusion in the listing contract in case our company, friend or neighbor wants to buy it."

I'd say… "I agree that it's important to be thorough when we are filling out this contract and let me ask you this …

"Why haven't you already sold the home to your company, friend or neighbor?" (No one has made us an offer)

"Your personal marketing hasn't worked and that's why you're hiring me … is that right?" (That's right)

"So, I'm curious as to why I should waive my commission. If my marketing works well enough to convince your company, friend or neighbor to buy it … isn't that what you are paying me for in the first place?

"Aren't you hiring me to let the public know your home is for sale and convince people that they should buy it?

"So, why would I cut my commission if my marketing works?"

Top Agent Alternative: "You have 24 hours to let them know you're listed. Call them. They do or they don't." Here's one …

23. "We want to compare what you are saying to other Realtors." I'd use the what specifically pattern.

"Great! I think that is one of the best things that you could do and before I go … Tell me, what is it specifically that is stopping you from picking up that pen and signing your home with me?" (We're just a little shocked by the price)

"Hey, I understand and let me ask you this … If I can help you to realize that your home will not sell for a dollar more than what I have told you … If you felt completely satisfied that it was true … would you still want to waste your valuable time talking to another Realtor or would you just list we me tonight?" (Well, I guess if we felt comfortable, we would list with you tonight) "Great!" Then simply go back through the CMA and convince them.

24. "Why should we choose you?"

The only way to answer this one is to know what makes you different from other agents. Since that is different with every agent … I'll leave that one up to you.

25. "We want to think it over."

I would force them to make the general more specific.

"I can appreciate that, making a logical decision is important … so tell me, what is it specifically that you're going to have to think over?"

Now, they will give you the real hidden objection and you can handle it using the patterns you have already learned.

26. An expired listing says "The last agent never showed our home himself and neither did anyone else from his office."

"Did they promise you that they would be showing your home non-stop?" (Yes) "Well then, I can appreciate what you're telling me … you see I promise you I will not be showing your home! Do you want to know why?" (Yes)

"The agents in my office are not part of the top 100 agents in the area that sell 88% of the homes listed for sale.

"I'm curious … Did you want me marketing your property to the people that sell the homes or the agents that just do okay?" (The agents that sell the homes)

"That's why I promise to market your home to the agents that sell homes and not to the agents that don't … is that okay with you?" (Yes) "I thought so."

Top Agent Alternative: "You're kidding!"

27. "We will only list with agents that have brought clients by while we were selling on our own."

"I can understand why you might think that is a smart thing to do … I mean it only seems logical … doesn't it?" (Yes)

"You're right, it does seem logical, unless you know how the real estate business works… can I let you in on a little secret?" (Sure)

"Well, there are two types of agents … listing agents and buyers agents. Of course both listing and selling, but let me ask you this …

"You want to list your home for sale and get it sold, right?" (Right!)

"Then you want an agent that knows marketing … does that make sense?" (Yes)

"Agents that take buyers to FSBO's aren't marketing agents, they are buyers agents … They specialize in selling one-on-one."

"So, I'm curious, which do you think is going to get your home sold … An agent that tries to sell people one at a time or an agent that sells to the masses trying to pinpoint that one perfect buyer for your home?

"I'm sure no other agent even took the time to explain that to you … did they?" (No)

"Do you see why it makes sense to list with an agent like myself that spends all day marketing your property on a mass scale?"

28. "We want to try selling it ourselves."

"I totally understand the thought of trying to get a home sold yourself … I mean, let's face it … saving that commission can mean some good money in your pocket … right?" (Right!)

"So, I'm curious, are you familiar with the difference between passive and active marketing?" (No)

"Real quick … Passive marketing is basically sitting around doing nothing like, holding open houses, sending out flyers or advertising in the newspaper …

"Were you thinking about doing any of these things?" (Yeah) "I was afraid of that!"

"These methods only work about 25% of the time! Yet, agents sell this concept as if this was the answer to all your problems … right?" (Right)

"Which then makes you think well, what's so hard about that … I could do that … right?" (Right) "The problem is … this doesn't get a home sold anymore …

"Do you understand now what I mean by passive … sitting around with your fingers crossed … waiting for the buyer?

"Active Marketing, on the other hand, is literally getting on the phone every single day and personally contacting as many people as I can 25, 50, even 100 a day.

"The key is … asking them if they would like to buy your home, if they know someone who would like to buy your home, or if they would like to sell their home.

"Do you know why I ask if they would like to sell their home? Because the more signs I have the more buyer's calls I get to show your home … does that make sense?

"Now … which way passive or active do you believe will get more homes sold? "And you understand that I am doing active marketing on you as we speak, right?

"So, how many people do you think you could call a day to try and get your home sold … and by the way have you ever done telephone soliciting before?"

Top Agent Alternative: "You can try it. Lots of people do. It is like going to Las Vegas. Millions of people go, and every now and then someone hits the jackpot, but the vast majority of people lose money or Las Vegas wouldn't be there. Every now and then a seller hits the jackpot, but the vast majority need a Realtor or the real estate industry wouldn't be here."

Top Agent Alternative: "Let's talk, okay? John, you are an attorney and try cases in court daily. I can't imagine walking in and trying the case myself. I am a professional real estate agent. I know what I am doing. I am here to release you from the extra stress. I have a record 98.8% full contracts. I earn my commission. I bring you top dollar. I close the deal."

29. "We have a good friend in the business."

I'm going to have to steal my Dad's brilliant one …

"I can appreciate that, almost everybody does, so when would you like to see how 85% of the homes I list for sale sell and why only 40% of the homes listed with other agents sell… tonight at 6:00 or tonight at 7:30?"

Top Agent Alternative: "Your friends will want the very best for you. I will be happy to call them for you."

Top Agent Alternative: "Are you willing to jeopardize your friendship?"

Top Agent Alternative: "You owe your friend friendship. You owe me nothing. But you owe yourself the best. Don't you want the best agent working for you?"

Now, this is an unusual one, but very relevant for big Mike Ferry Offices …

30. "10 other agents from your office have called today; I wish you would just lay off."

I'd say … "I can understand your frustration and are you beginning to realize that our office gets the job done?" (Yeah, but you're driving me crazy) "I agree … it's a living nightmare isn't it?" (Yes)

"And I'm sure you can see that when you list your home for sale with one of the agents in our office, you are putting one of the most powerful real estate teams in the area to work for you."

"I'm curious, did you want a group of wimpy, non-aggressive agents working to sell your home or would you rather have hard-core, aggressive agents like those in our office?"

Top Agent Alternative: "Our company wants to be sure your home gets sold, as you can see we are the most aggressive agents in town. When today can we get together?"

31. "We told you we weren't going to list our home until next year! Why don't you stop calling, we will call you when we are ready!"

Well, my friend, this is a condition that you have created!

If you write a follow up letter that prospects find valuable, then you can call them every month and talk to them about what you wrote.

But, since you send your regular old real estate stuff that everyone sends and nobody cares about (especially your prospect) you just look like a pest and there isn't much you can do about it!

Top Agent Alternative: "People's plans change quite often and you may not have my name handy if your needs change. This aggressive approach is what you will need to fi the right buyer for your home."

Top Agent Alternative: "Because we find people's plans change we like to keep in touch. Who do you know who is ready now that I can contact?"

32. "Your office is not close to our home."

This sounds like a smoke screen, so I'm going to flush them out ...

"I agree, it's not right around the corner from your home and tell me, why is that important to you?"

Now you'll get the real objection ... more service, less cost, whatever.

33. "We'll list after the holidays."

I'd say ... "I think that's perfectly valid and tell me, how many days during November and December are you going to want all to yourself?" (About five) "Five, that's great." "Now, did you know that exactly XX% of the homes listed for sale actually sell?" (No)

"Did you know that right now there are XX homes listed for sale?" (No)

"Did you know that the Board of Realtors showed that last year, more homes came on the market in spring than any other time of the year?" (No)

"So, I guess my question is this ... if I promise to keep everyone out of your hair for those five days ... would you still want to compete against potentially 6,000 homes for sale in the spring or the 2,000 homes for sale now ... if you knew that nobody or nothing would disturb you at your request?"

Top Agent Alternative: "Let's get a jump start on our competition. Why not complete the paperwork now, I'll get the flyer made and paperwork processed and will line up buyers. So when you are ready we'll be ahead of the others who are just getting started."

We're getting close ... only 8 more on my list ... Here's one you get from Expireds all the time ...

34. "We're already committed to another agent."

I'd say... "Great! So, you have already signed a listing agreement?" (Well, no) "So, you are not committed, you are just promised ... right?" (Right!) "You know ... I really don't care if you list your house with me ...

"If you're thinking of interviewing more agents for the job of selling your home ... it is vitally important that you understand the different marketing approaches so you don't get burned the next time ...

"You don't want to get burned again ... do you?"

"So let me ask you this ... Do you know the difference between passive marketing and active marketing?" (No) "You don't!"

"Passive marketing is basically sitting around doing nothing like, holding open houses, sending out flyers or advertising in the newspaper. Did your last agent use any of these methods?" (Yeah) "I was afraid of that!"

"These methods have been ineffective! Yet, your last agent sold it to you as if this was the answer to all your problems ... right?

"Do you understand what I mean by passive ... basically, sitting around with your fingers crossed ... waiting for the buyer?

"Active marketing, on the other hand, is literally getting on the phone every single day and personally contacting as many people as I can 25, 50, even 100 a day.

"The key is ... asking them if they would like to buy your home, if they know someone who would like to buy your home, or if they would like to sell their house ... "

"Do you know why I ask if they would like to sell their home? Because the more signs I have the more buyers' calls I get to show your home ... that makes sense ... doesn't it?

"Now, which way passive or active do you believe will get more homes sold? "And you understand that I am doing active marketing on you as we speak, right?" Got them!

I don't think I have explained what I'm doing when I give the comparison between passive and active marketing.

That's what we call a future pace... basically what my objective is ... is to cut the other agents off at the knee caps by educating the customers to the realities of the market place. Now, when they are sitting in front of the other agent, what question are they going to ask? "How many people do you call each day?"

Top Agent Alternative: "Make sure you have made the right commitment by seeing me and then making your decision. If they have better qualifications than me you can go ahead and list with them."

Here's one off the list ... what is this, an objection or a condition?

35. "We want to wait for the market to come back before we try and sell it again."

Can you get around the fact that they don't want to sell? No!

But, and I mean BUT, you may want to keep digging and see if they have an underlying motivation that we don't know about that is forcing them to sell now!

The fact is ... if you don't know how to match peoples' communication patterns, they oftentimes won't feel comfortable telling you the truth and so you need to dig more!

Top Agent Alternative: "In today's economy the market is going to do one of two things; either remain the same or continue to go down, so you see waiting just doesn't help does it?"

36. "I'm getting a lot of interested buyers through my house; I think I'll be able to sell it in a week. So, what do I need you for?"

You tell me ... Objection or Condition?

CONDITION!!! If they can sell it themselves ... what do they need you for?

All you can say is this ... "If you don't sell it, when will you be interviewing agents for the job of selling your home?"

Find out when and keep following up! Here's one you get during a negotiation ...

37. "This offer is too low; we're going to wait for a more reasonable offer."

Use the "What's Important About" questions that you learned in the Over the Phone training or off my Telephone Sales in the 90's tapes.

Top Agent Alternative: "99% of the time your first offer is your best. Are you willing to roll the dice for a 1% chance?"

Top Agent Alternative: "We are lucky to have an offer in today's economy. We could wait, and maybe there will be another offer, but it may take 4 months, 6 months, maybe even more, and even then the offer could be even lower."

38. "You've lowered our price three times already and it's still not sold. How can you ask us to drop our prices again?"

I'd say ... "Your frustration is valid. I mean the marketplace is slipping out from underneath you ... So, let me ask you this ..."

"When your neighbor's home, which is exactly the same model as yours, sells for $5,000 less than you are asking ... Who would pay more?

"Even more importantly there are 3 other properties on the market, just like yours.

"One property is listed for $1,000 less than yours, another is $2,000 more than yours and the last on is $1,500 less than yours.

"If anybody is going to buy a 3 bedroom, 2 1/2 bath with a 2 car garage, it will be the home that is priced the lowest."

"You hired me to tell you the truth and get your home sold. If I could sell it for more, don't you think I want a higher commission? I'm sorry reality is so painful."

"If you would like, we could cancel our listing agreement and I could give you the names and numbers of a couple agents that specialize in overpriced homes that never sell."

"Is that what you want or do you still want to work with someone that is on your side and tells the truth?"

39. "If we lower the price any lower, we won't have enough equity to move."

Which again we must resort to touching their motivational buttons ... Let me demonstrate the "What's Important About" questions for you.

"What's important about moving?" (I've got that new job I have to get to) A new job, that's great!"

"So, how's that important to you ... you know, the new job, I mean, what will that do?" (Well, I'm going to make more money and I'll be able to give my family the life that it wants.)

"So, you're going to make more money and give your family a better life ... that's exciting, isn't it?" (Yes)

"So, ultimately, you're working at your new job, making lots of money, you are providing a great life for your family. What will all of this do for you?" (I don't know, I guess it will just make me happy) "Isn't that a great feeling?" (Yes)

"So, fortunately, to get you one step closer to just being happy ... you're providing a great life for your family and you're making lots of money at your new job. All we need to do now is simply make the sacrifice to lower your price, so then I can help get what you want in the time you want it. Won't that be great?" (Yes, I guess that's what we have to do)"

Top Agent Alternative: "If you really need to move, you will have to adjust your expectation level for your new destination. I can help you find something suitable. By the time your equity flows in your current home, prices will be higher everywhere else and you have the same problem."

Top Agent Alternative: "Buyers don't care what you are going to net. Will you be concerned about what the seller nets when you purchase."

Now ... we made it! The last objection on the infamous list! It's a price reduction objection, they say ...

40. "We have a unique home; the right buyer just hasn't come through yet!"

Okay, here we go ... I'd say ...

"You're right! You do have a unique home and I hate to tell you this ... but at this price, we will probably never get the right buyer in here ... can I tell you why?" (Yes)

"Because 90% of all buyers are represented by Real Estate Agents ... and Real Estate Agents will qualify the buyer to find out how much they want to spend, how many bedrooms, how many bathrooms, what amenities they want and so on ...

"The problem is, the unique qualities of your home do not show up on the computer where the Real Estate Agents get their information ...

"Meaning that based on your price, the number of rooms, baths and amenities you will not get anybody through here ... no matter how hard I market to these agents. In their mind, it isn't the best buy on the market, they feel they are not serving their clients ... do you see my point?"

Top Agent Alternative: "That's the very reason you need me to maximize your exposure and get enough buyers through that will ferret out the buyer looking for something different."

Top Agent Alternative: "Buyers aren't looking for a unique home; they're looking for the best priced homes." Are you getting the picture ... You can handle almost any objection that you come across if you simply practice using the patterns.

Always, always, always agree with your prospects that their concern is valid using...

- I can appreciate that
- I agree
- I understand
- That's a valid concern

Tell them things like, "Most of my customers bring up that same exact point just before they list their homes with me."

Then, remember ... never, never, never use the word "But."

It basically tells the prospect that they are wrong and if you tell them that they are wrong, then they will naturally look for how you are wrong and that's the last thing you want to happen ...

Use the word "And" to transition into your objection handling patterns.

That way, after you tell the prospect that their concern is justified or basically okay, they will look for how you are justified in what you say to them ...

Always remember to use basic human nature to your advantage.

So, now that you have validated your prospect and used the work "And" to transition, you can use one of these three patterns to handle the objection ...

First of all, always break the generalization down to the specifics using reverse inductive logic or anti cause and effect language ...

Use the pattern "What specifically causes you to believe? ... "

Especially when they say things like ... "Your office is so small, we were thinking of listing with a larger office with more agents."

You can say, "What specifically causes you to believe that a larger office has a better chance at selling your home than a smaller one?"

This way your prospect can tell you what they are really thinking and you can gently show them how they have been misinformed.

The second pattern we need to review is how to use your prospects' past experiences to your advantage.

You say ... Has there ever been a time when? ... Then, explain a similar situation ...

Get agreement that they have, in fact, been in that similar situation before.

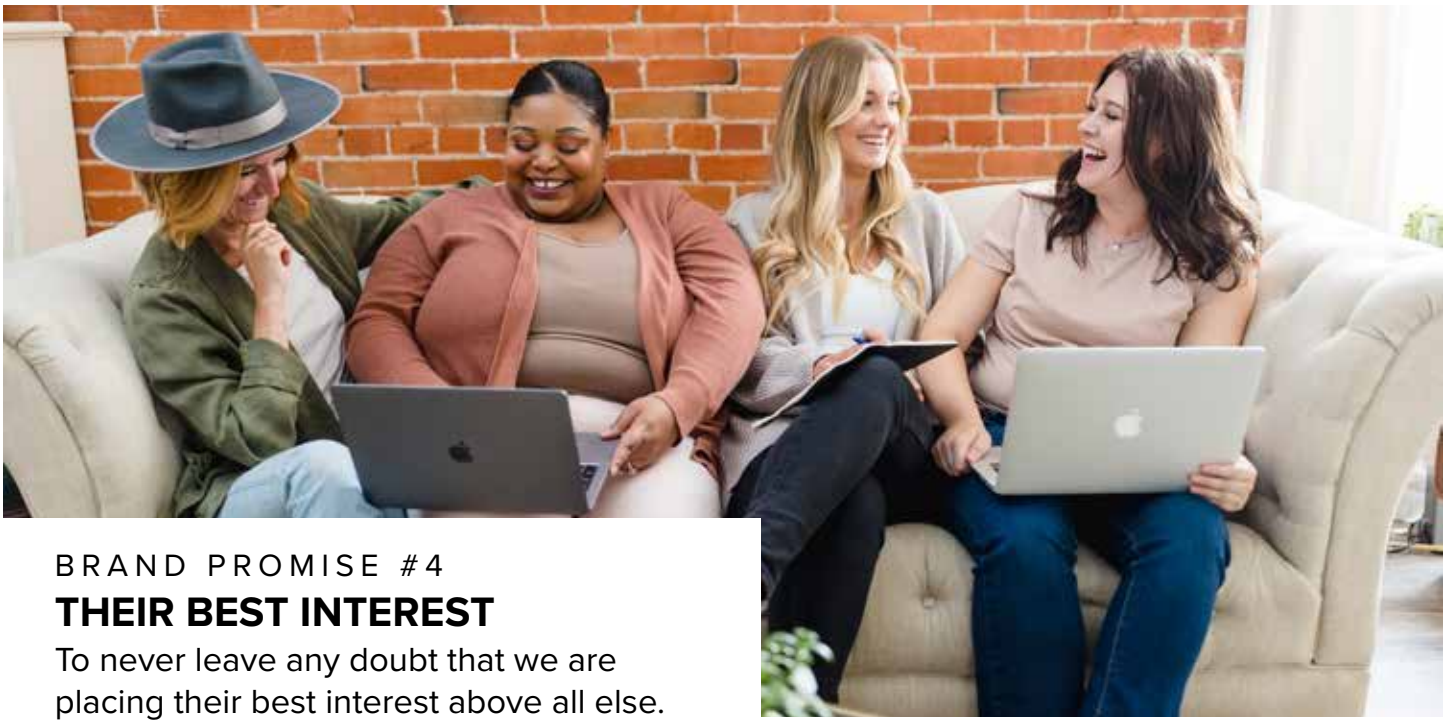
Tell them "This time is just like that time" basically tying the past and the future together for them.

And finally, explaining just how this time and last time are the same.

The last pattern we can use is level shifting which is basically telling the prospect something like "I hear what you're saying about the price being a little low and I think what we're really talking about here is freedom."

Then you go on to show them how you can provide them with that freedom and how the freedom overshadows the pricing difference.

Well, with that, I have to say "See you soon" and I hope to see you again at one of our future Mike Ferry Events



BRAND PROMISE #4

THEIR BEST INTEREST

To never leave any doubt that we are placing their best interest above all else.

TO BE LEGENDARY, WE ASK YOU TO COMPLETELY OWN THE EXPERIENCE YOUR CUSTOMER HAS IN THESE WAYS:

- When we are advising or guiding decisions
- When we are presenting options and potential outcomes
- When we are providing resources for our customers to use
- Throughout your relationship with the customer
- Remembering the customer is the decision maker and you're their trusted advisor

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Use one Temperature Check Standard after presentation of any options.
- If presenting a solution or giving an option, give the facts and justification (the Why) to provide clarity.
- If you mess up, forget to do something, learn new facts, or fail to deliver legendary service, own it. Call the client, acknowledge it, and do better.
- Explain the process and next steps at each milestone. Reconfirm what your customer wants of you and then do it.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Do you feel this is the best option?
- Are there other ideas you would like me to research and present?
- Are there other options you would like me to explore?
- Are you comfortable moving forward?

DAY

5

WHAT WE'LL BE COVERING TODAY

WORKING WITH BUYERS

6 KEY STEPS TO A SUCCESSFUL PURCHASE

HOME BUYERS WISHLIST & SCRIPT

EXCLUSIVE BUYER BROKERAGE AGREEMENT

BUYER CHECKLIST & SERVICE PROTOCOL

KVCORE CONTACTS, SEARCH ALERTS, SMART CAMPAIGN

KVCORE SQUEEZE & LANDING PAGES

BRAND PROMISE #5

6 STEPS TO A SUCCESSFUL PURCHASE

1

FINANCING
Key to Affordability

Finding the right financing is as important as finding the right house. Discovering your true "Buying Power" and the best financing method is the first step to a successful purchase!

It is critical for buyers to know before they start their home search exactly what they can afford, the type of financing they will use and the "out of pocket expenses" they might incur. My local mortgage consultant will be happy to assist. A professional who doesn't use a "cookie cutter" approach, but individually counsels the buyer through the financing maze so they have all the answers to make good financial decisions.

THE MORTGAGE CONSULTANT WILL:

- **Qualify and Calculate their "Buying Power"** (what they can and can't afford).
- **Educate about Financing Methods and Options.** Explain the "pro & cons" of each.
- **Identify Out of Pocket Expenses.** So they can plan and there are no surprises!
- **Provide Written Mortgage Pre-Approval.** Strength when competing & negotiating.

WHAT THIS MEANS is securing the best method of financing and being ready to take action when the time is RIGHT!

2

TOTAL ACCESS
More Choices

There is a lot more to finding the ideal home than just surfing the internet, looking at ads, driving through neighborhoods, visiting open houses and using the traditional MLS.

Buying a home is done only a few times in a lifetime and buyers should never have to settle for something less.

I make certain my buyers have Total Access to the greatest number of homes. I use the traditional resources (MLS, etc.) plus I seek out and uncover the "quiet" properties that are not on the market yet.

I TARGET:

- **Co-brokering Agents**
- **"Neighborhood" Matches**
- **Private Owners (FSBO's)**
- **Social Media**

PLUS, State-of-the-Art web-based system which instantly alerts the buyer of "Brand New" properties!

WHAT THIS MEANS is finding the ideal home by having access to everything available and never missing out or settling for something less.

3

BEST PRICE
Buying Smart

The best purchase price is not always the lowest price! Determining the best purchase price can be a real balancing act and is trickier than it appears!

The best purchase price is the price that secures the property. Many times the lowest price may alienate the seller. Other times, because of competition, the best purchase price is above the asking price. The key is to find the right price, between never over-paying or losing by under-paying.

THE WAY I DO THIS IS:

- Educate the buyer on the "Market Trend" and explaining how it will impact their pricing position when formulating an offer to purchase.
- Provide a "Market Study" on the property of interest to educate them on the neighborhood history and price comparisons.
- Uncovering the Buyer's "Competitive" Position.
- Strategically constructing the purchase offer by balancing price with "fair Market Value."

WHAT THIS MEANS IS... BEST PURCHASE PRICE!

BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

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6 STEPS TO A SUCCESSFUL PURCHASE

4

NEGOTIATE
Bringing Parties Together

This is where the sale begins or ends because you don't get what you deserve, you get what you negotiate! I skillfully package the offer 'up front' eliminating issues and creating a mood of acceptance by:

- **Uncovering the non-negotiables** through pre-negotiation so they are not included, thus not alienating the seller.
- **Taking extra care** to include these critical elements which favorably positions the "buyer's" offer.
  1. **Written Mortgage Pre-Approval**
  2. **Earnest Money Deposit (substantial)**
  3. **Buyer Introduction** - introduction, compliment & explanation
  4. **Market Study**
- **Pre-Selling** the offer to the listing agent, addressing any concerns and building value.

Negotiating "Counter Offers" - I find that "special spot", an acceptable compromise, that gives both parties as much of what they want as possible creating a "Win-Win!"

WHAT THIS MEANS is that your offer is prepared and presented in such a skillful manner it brings both parties together securing the sale.

5

WORRY FREE
Managing Deals

Making your purchase seamless and hassle free! There are a lot of moving parts in a real estate transaction and things can go amiss if there is a lack of attention to detail.

I am your Project Manager eliminating any potential problems before they arise and managing all of the details. This essential step ensures the entire "Buying" experience is worry free.

I ACCOMPLISH THIS BY:

- **Clarifying the entire process**, explaining all the "ins" and "outs" so there are no surprises!
- **Managing the entire "buying team"** including lenders, closing agent, home inspectors, appraisers and escrow agents.
- **Transaction Management System** - using a detailed checklist to manage all the moving parts so nothing is overlooked.
- **Weekly Update** - keeping in contact and fully informed with a status report.
- **Call Back "Now" Policy** - guaranteeing a speedy response.
- **Home Warranty Options** - offering protection after the sale

WHAT THIS MEANS is having peace of mind knowing all the bases are covered. No Problems!

6

TRUSTED ADVISOR
Protecting Your Interests

Educating, Guiding Never Pressuring! Buyers should work with someone they trust, have confidence in and will help them make good decisions.

You can count on me to be your Trusted Advisor consulting, educating, and guiding versus a typical salesperson selling and pressuring. My buyers know their best interests are my top priority!

I FULFILL ThE ROLE OF BEING A TRUSTED ADvISOR BY:

- **Advise and Counsel** – Never pressuring
- **Code of Ethics** – "Golden Rule"
- **Accountability** – Staying on task & on time!
- **Quality Company** – Highest quality service!
- **Performance Pledge** – Fulfill my job responsibilities according to these Six Steps.

WHAT THIS MEANS is having a trusted, informed advisor who partners with you to assure a SUCCESSFUL PURCHASE!

BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

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BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

Exclusive Buyer Brokerage Agreement

1. **PARTIES:** _____ ("**Buyer**") grants

BERKSHIRE HATHAWAY HOMESERVICES FLORIDA PROPERTIES GROUP ("**Broker**") the exclusive right to work with and assist **Buyer** in locating and negotiating the acquisition of suitable real property as described below. The term "acquire" or "acquisition" includes any purchase, option, exchange, lease or other acquisition of an ownership or equity interest in real property.

2. **TERM:** This Agreement will begin on _____ and will terminate at 11:59 p.m. on _____ ("Termination Date"). However, if **Buyer** enters into an agreement to acquire property that is pending on the Termination Date, this Agreement will continue in effect until that transaction has closed or otherwise terminated.

3. **PROPERTY: Buyer** is interested in acquiring real property as follows or as otherwise acceptable to **Buyer** ("Property"):

(a) Location:_____

(b) Price range: $_____ to $_____

(c) Preferred terms and conditions: _____

_____

_____

_____

4. **BROKER'S OBLIGATIONS:**

(a) Broker Assistance. Broker will

* use **Broker's** professional knowledge and skills;
* assist **Buyer** in determining **Buyer's** financial capability and financing options;
* discuss property requirements and assist **Buyer** in locating and viewing suitable properties;
* assist **Buyer** to contract for property, monitor deadlines and close any resulting transaction;
* cooperate with real estate licensees working with the seller, if any, to affect a transaction. **Buyer** understands that even if **Broker** is compensated by a seller or a real estate licensee who is working with a seller, such compensation does not compromise **Broker's** duties to **Buyer**.

(b) Other Buyers. Buyer understands that **Broker** may work with other prospective buyers who want to acquire the same property as **Buyer**. If **Broker** submits offers by competing buyers, **Broker** will notify **Buyer** that a competing offer has been made, but will not disclose any of the offer's material terms or conditions. **Buyer** agrees that **Broker** may make competing buyers aware of the existence of any offer **Buyer** makes, so long as **Broker** does not reveal any material terms or conditions of the offer without **Buyer's** prior written consent.

(c) Fair Housing. Broker adheres to the principles expressed in the Fair Housing Act and will not participate in any act that unlawfully discriminates on the basis of race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(d) Service Providers. Broker does not warrant or guarantee products or services provided by any third party whom **Broker**, at **Buyer's** request, refers or recommends to **Buyer** in connection with property acquisition.

Buyer (____) (____) acknowledge receipt of a copy this page

Rev. 08/23

5. **BUYER'S OBLIGATIONS: Buyer** agrees to cooperate with **Broker** in accomplishing the objectives of this Agreement, including:

(a) Conducting all negotiations and efforts to locate suitable property only through **Broker** and referring to **Broker** all inquiries of any kind from real estate licensees, property owners or any other source. If **Buyer** contacts or is contacted by a seller or a real estate licensee who is working with a seller or views a property unaccompanied by **Broker, Buyer**, will, at first opportunity, advise the seller or real estate licensee that **Buyer** is working with and represented exclusively by **Broke**r.

(b) Providing **Broker** with accurate personal and financial information requested by **Broker** in connection with ensuring **Buyer's** ability to acquire property.

(c) Being available to meet with **Broker** at reasonable times for consultations and to view properties.

(d) Indemnifying and holding **Broker** harmless from and against all losses, damages, costs and expenses of any kind, including attorney's fees, and from liability to any person, that **Broker** incurs because of acting on **Buyer's** behalf.

(e) Not asking or expecting to restrict the acquisition of a property according to race, color, religion, sex, handicap, familial status, country of national origin or any other category protected under federal, state or local law.

(f) Consulting an appropriate professional for legal, tax, environmental, engineering, foreign reporting requirements and other specialized advice.

6. **COMPENSATION: Broker's** compensation is earned when, during the term of this Agreement or any renewal or extension, **Buyer** or any person acting for or on behalf of **Buyer** contracts to acquire real property as specified in this Agreement. **Buyer** will be responsible for paying **Broker** the amount specified below plus any applicable taxes but will be credited with any amount which **Broker** receives from a seller or a real estate licensee who is working with a seller.

(a) Purchase or exchange: _____% of the total purchase price or other consideration for the acquired property plus a $395 Transaction Management Fee, to be paid at closing. Buyer will pay the difference of any offered compensation by the Listing Brokerage/Seller and this percentage amount.

(b) Buyer Default: Buyer will pay **Broker's** compensation immediately upon **Buyer's** default on any contract to acquire property.

7. **PROTECTION PERIOD: Buyer** will pay **Broker's** compensation if, within 180 days after Termination Date, **Buyer** contracts to acquire any property which was called to **Buyer's** attention by **Broker** or any other person or found by **Buyer** during the term of this Agreement. **Buyer's** obligation to pay **Broker's** fee ceases upon **Buyer** entering into a good faith exclusive buyer brokerage agreement with another broker after Termination Date.

8. **BUYER NOTICES & INFORMATION**

(a) Deed Restrictions: Certain neighborhoods and communities have deed restrictions that may affect your use of the property. If the property is affected by deed restrictions, you should determine the nature of the restrictions prior to entering a contract.

(b) School Districts: At some point in the transaction, you may be provided with information regarding the school boundaries for a particular property. School boundaries are subject to change. As a result, the information available to the Seller of the Realtor may not be accurate or current, even though it appears to be from a reliable source. If this information is important to you, contact the local school board directly to verify the correct school boundaries for the particular property prior to entering a contract or make your offer contingent upon verification of this information.

Buyer (____) (____) acknowledge receipt of a copy this page

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(c) Property Taxes: The Amendment 10 Cap was enacted to limit annual increases in property tax assessments on property not qualifying for or receiving Homestead Exemption. Therefore, after the sale of a Homesteaded property the taxes for the following year will be based on the total current assessment. Accordingly, the current real estate taxes may increase after the local tax appraiser reassesses the property.

(d) Sexual Offenders: Pursuant to Florida law, Florida Department of Law Enforcement (FDLE) is required to maintain a list of sexual predators and sex offenders to enable the public to request information about these individuals who may be living in their communities. Buyers who deem this information important should contact FDLE prior to entering into a contract via e-mail at sexpred@fdle.state.fl.us, or via the internet at http://www.fdle.state.fl.us

9. **EARLY TERMINATION: Buyer** may terminate this Agreement at any time by written notice to **Broker** but will remain responsible for paying **Broker's** compensation if, from the early termination date to Termination Date plus Protection Period, if applicable, **Buyer** contracts to acquire any property which, prior to the early termination date, was found by **Buyer** or called to **Buyer's** attention by **Broker** or any other person. **Broker** may terminate this Agreement at any time by written notice to **Buyer**, in which event **Buyer** will be released from all further obligations under this Agreement.

10. **DISPUTE RESOLUTION:** Any unresolvable dispute between **Buyer** and **Broker** will be mediated. If a settlement is not reached in mediation, the matter will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association or other mutually agreeable arbitrator.

11. **ASSIGNMENT; PERSONS BOUND: Broker** may assign this Agreement to another broker. This Agreement will bind and inure to **Broker's** and **Buyer's** heirs, personal representatives, successors and assigns.

12. **BROKERAGE RELATIONSHIP: Broker** will act as a transaction broker. **Broker** will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known fact that materially affect the value of the residential property which are not readily observable to buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with **Buyer** unless waived in writing.

13. **WIRE FRAUD PREVENTION NOTICE: Never trust wiring instructions via email**. Criminals/hackers are targeting email accounts of various parties involved in real estate transactions These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply. Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). Buyer and Seller should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

Buyer (____) (____) acknowledge receipt of a copy this page

Rev. 08/23

ACKNOWLEDGEMENT:
Buyer has read this Agreement and understands its contents. This Agreement cannot be changed except by written agreement signed by both Parties.

BUYER Date
ADDRESS: _____
PHONE: _____ EMAIL: _____

Buyer Date
ADDRESS: _____
PHONE: _____ EMAIL: _____

Broker or Authorized Agent Date

BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

NAME _____

PHONE _____

EMAIL _____

HOMEBUYER'S WISH LIST

BASIC INFORMATION
What part of town (or county) do you want to live in?
What price range would you consider? No less than $_____ No more than $_____
Are schools a factor and, if so, what do you need to take into consideration (ex. specific school system, want kids to be able to walk to school?)
Do you want an older home or a newer home (less than 5 years old)?
What kind of houses would you be willing to see? ☐ Ranch ☐ 2 Story ☐ Reverse 1.5 Story
What style house appeals to you most?
How much renovation would you be willing to do? ☐ A lot ☐ A little ☐ None
Do you need to be close to public transportation? ☐ Yes ☐ No
Do you have any physical needs that must be met, such as wheelchair access? ☐ Yes ☐ No
Do you have any animals that will require special licenses? ☐ Yes ☐ No

PROPERTY (lot)	NEED	WANT
Large yard (1 acre or more)		
Small yard (less than 1 acre)		
Fenced yard		
Garage		
Carport		
Patio/Deck		
Pool		
Outdoor Spa		
Extra Parking		
Other Buildings (barn, shed, etc)		
Special View		

INTERIOR	NEED	WANT
How many bedrooms?		
How many bathrooms?		
How many square ft?		
Air conditioning?		
Wall to wall carpet		
Ceramic tile		
Hardwood floors		
Eat in kitchen		
Separate dining room		
Formal living room		
Family room		
Great room		
Separate den or library		
Basement (finished?)		
Laundry room		
Fireplace		
Workshop		
No interior steps		
"In-law" quarters		
Spa in bathroom		
Lots of windows (light)		

COMMUNITY	NEED	WANT
Walk to schools		
Close to shopping		
Close to parks		
Close to interstate		
Community pool		
Golf course		
Basketball courts		
Tennis courts		
Gated community		
Clubhouse		
HOA		

ANY OTHER CONSIDERATIONS

BUYER CHECKLIST & SERVICE PROTOCOL

All items referenced in this Plan are available on Cab Corner within the Buyer Resources tab unless otherwise noted.

★ ***Denotes Florida Properties Group competitive points of difference.***

PRIOR TO HOME-FINDING ACTIVITIES

- ★On first contact, complete **Buyer Questionnaire** during conversation with Buyer. *(Remember Brand Promise 1, Communication and Brand Promise 5, Truly Listen when speaking with your Buyers.)*
- Make appointment with Buyer for initial purchase consultation.
- Give the Buyer your Preferred Lending Services Loan Officer's information and let them know to be expecting a phone call.
- Send your Preferred Lending Services Loan Officer your Buyer's contact information.
- Add Buyers full contact information into **BHHS Connect (kvCORE)**.
- ★Set the Buyer up on a **Property Search Alert** using criteria obtained from the Buyer Questionnaire. *(Brand Promise 2, Forever Advisor)*
- ★Prepare **My BHHS Team Flyer** (MADI) and include in Buyer Consultation Packet.
- Pull current school district information for Buyer reference at consultation.
- Gather a 2-10 Home Buyers Warranty booklet for Buyer consultation so Buyer is aware of coverages available.
- Prepare other materials as needed for Buyer Consultation packet.
- Coil bind Buyer Consultation materials into a **Here for You Presentation Cover** (provided by your office)
- Start a new purchase transaction within Dotloop and complete the view details section.
- Identify potential new construction neighborhoods and floorplans.
- Identify potential For Sale by Owner properties available.
- Call For Sale by Owner to secure a signed Commission Agreement (found in Dotloop).
- Identify potential Expired Listings that meet Buyer's criteria.
- Call Expired Listing Owners to secure a signed Commission Agreement (found in Dotloop).
- ★Use **CORE Present** to create a Buyers Tour. Print and coil bind for Buyer Consultation with initial properties.
- Call Buyers to verify consultation time, asking them to review the initial emails of listings available (through Property Search Alert). *(Brand Promise 1, Communication, Brand Promise 4, Their Best Interest, Brand Promise 5, Truly Listen)*

BUYER CHECKLIST & SERVICE PROTOCOL

BUYER CONSULTATION

- Take your prepared materials and a notebook and pen to presentation.
- ★Review Marketing Materials with Buyers explaining competitive advantage of using Florida Properties Group.
- View the properties with the Buyers. Make notes of all information given and any changes to the search criteria.
- Review New Construction neighborhoods and floorplans you found with the Buyers. Make notes of all information given and any changes to the search criteria.
- Review For Sale By Owner properties you found with the Buyers. Make notes of all information given and any changes to the search criteria.
- Review potential Expired Listing properties you found with the Buyers. Make notes of all information given and any changes to the search criteria.
- ★Review Property Search Alert (kvCORE) benefits with Buyers.
- Talk with Buyers about questions they have on the information presented.
- ★Review CORE Present Buyer's Tour and Showing Times reports of most active showing price range with Buyers so they are prepared for market conditions.
- Offer strategy based on your professional judgment and interpretation of current market conditions. Explain your job is that of a messenger between Sellers and the current marketplace.
- Complete the documents within Dotloop and click "share" (or host in person) so your Buyer has access to the documents.
- Explain all Buyer specific paperwork and obtain Buyer's signatures.
- Give a brief overview of the real estate contract, process, and timelines.
- ★Provide 2-10 Home Warranty information.
- Ask Buyers to draft a personal letter about themselves ha can be used in a multiple offer situation.
- Remind Buyers of the importance of a pre-approval letter being readily available.
- Help Buyers identify a Home Inspector, so at time of offer the inspection process moves quicker.

BUYER CHECKLIST & SERVICE PROTOCOL

All items referenced in this Plan are available on Cab Corner within the Buyer Resources tab unless otherwise noted.

★ ***Denotes Florida Properties Group competitive points of difference.***

AFTER CONSULTATION

- ☐ ★Post in **Florida Properties Group Facebook Group** what your Buyer's criteria is in order to identify off-market or coming soon properties.
- ☐ ★If **Property Search Alert** was set up, your Buyers will be automatically notified of properties that match their criteria.
- ☐ Identify properties Buyers wish to see and date and time in which they wish to go out.
- ☐ Route properties in the most efficient way.
- ☐ Schedule showings with Listing Agent or Owners in the route identified above.
- ☐ Confirm with Buyers meeting time and location for first showing.
- ☐ ★Use **CORE Present** to create a Buyers Tour if any changes are needed.
- ☐ ★Print **Showing Feedback Sheet** from Cab Corner (Under Buyers Tile). Cut and complete the top section for any scheduled showings.
- ☐ Print at least 2 completed Buyers Tour Booklets. One for you and a copy for your Buyers.
- ☐ Coil bind the **Buyers Tour Booklet** into a **Here for You Presentation Cover** (Provided by your office)
- ☐ Day of, send "Looking forward to starting your home-buying journey today" email and/or text. *(Brand Promise 1, Communication)*
- ☐ Send completed **Showing Feedback Sheets** to respective Listing Agents and Owners by taking a photo or scanning it at the office. Be sure to save a copy for yourself as notes
- ☐ After showings are complete, review with your Buyers and use *Brand Promise 4, Their Best Interest* to ask a tie down standard question based on the situation: "Do you feel this is the best option" or "Are there other options you would like me to explore?"
- ☐ ★Place regular **weekly** update calls, texts or emails to Buyer to discuss potential properties sent to them through **Property Search Alert**. *(Brand Promise 1, Communication)*
- ☐ If Buyers request more properties to search, begin the process over again by identifying the properties the Buyer wishes to see, schedule date and time, etc. *(Item 3 in the After Consultation Section above)*

BUYER CHECKLIST & SERVICE PROTOCOL

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THE OFFER, NEGOTIATIONS AND CONTRACT

- ★Create **CORE Present Buyer's "Win the Offer" Presentation**. This presentation type is data-driven and property specific.
- Submit offer to Listing Agent or Owner.
- Convey and negotiate counteroffers on Buyer's behalf to the Listing Agent or Owner.
- ★Explain to Buyer the value of asking Preferred Lending Services for a second loan pre-approval on buyer, if needed.
- Make sure complete copies of the contract are submitted in Dotloop, emailed and/or delivered and received by Sellers, Listing Agent, Lender, Title Company and Office Staff.
- Make sure contract is signed by all parties.
- Contact Listing Agent or Lender weekly to ensure processing is on track.

HOME INSPECTION, TERMITE, MOLD & OTHER TESTING

- Order septic system inspection, if applicable.
- Receive and review septic system report and discuss any impact on sale with Sellers.
- Deliver copies of septic system report to buyer's agent and lender.
- Coordinate Buyer's home inspection with Sellers.
- Review Buyer's home inspection's report with Sellers.
- Explain Seller's responsibilities with respect to contract terms and negotiation.
- Review home inspection requirements in contract with Sellers.

THE APPRAISAL

- Follow up on appraisal to see if Lender has received.
- Assist Buyer in evaluating appraisal, if it comes back under the purchase price.

BUYER CHECKLIST & SERVICE PROTOCOL

CLOSING PREPARATIONS AND DUTIES

- Coordinate closing process with Listing Agent, Title Company and Lender.
- Update closing forms and files as needed with Office and/or Buyers.
- Ensure all parties have all forms and information needed to close the sale.
- Select location and time for Buyer's closing.
- Confirm closing dates and times and notify all parties.
- Assist in solving any title problems (boundary disputes, easement, etc.) or in obtaining death certificates or trust information.
- Work with Listing Agent in scheduling and conducting Buyer's final walk-through prior to closing.
- Check on final walk-through with Buyers before closing.
- Request final closing figures from closing agent or title company.
- Receive and carefully review closing statement figures with Buyer to ensure accuracy.
- ★Provide "Home Owners Warranty" for availability at closing.
- Forward closing documents to absentee Buyer as requested.

FOLLOW UP AFTER CLOSING

- Answer questions about filing claims with Home Owner Warranty Company if requested.
- Respond to any follow-up calls and provide any additional information required from office files.
- Check to make sure "Owners" are happy in their new home.
- Remove Property Search Alert emails being sent to Buyers.
- Add former "Buyers" to marketing plan to ensure you keep in touch after the sale.
- Register former "Buyers" to receive a monthly **Market Report** (kvCORE) to keep up-to-date on their home's value.
- Be a Forever Advisor by having a bi-annual voice-to-voice check in *(Brand Promise 2, Forever Advisor)*
- Send a hand-written notecard to celebrate the home purchase anniversary (notecards provided by your office)
- ★Be a Forever Advisor by scheduling a follow up on their home purchase anniversary with an Annual Real Estate Review *(Brand Promise 2, Forever Advisor)*

Please note that this Checklist & Service Protocol will be adjusted to each Buyer's situation as needed or desired by the BUYERS.

HELPFUL ADVICE FOR BUYERS APPLYING FOR A LOAN

THE EASY WAY

- All requests from your lender are quickly and accurately fulfilled.
- All numbered statement pages are provided, and all deposits are well documented.
- The 1040s &/or 1099's are complete with all schedules and worksheets.
- Paystubs are kept available and updated.
- All associated professionals such as your CPA, tax consultant, &/or attorney respond to inquiries and promptly communicate with the lender when needed.

THE HARD WAY

- Requests for documents and information are contested or ignored.
- Bank statements are missing pages and large deposits lack explanations.
- Tax returns are missing some schedules.
- Paystubs are thrown away or not provided on a timely basis.
- Your accountant, attorney, agent, or other professional partner won't respond to inquiries.

DON'T

1. Don't apply for new credit. Changes in credit can cause delays, change the terms of your financing or even prevent closing. If you must open a new account, please consult with your lender first.
2. Don't change jobs during the process. Probationary periods, career or even status changes (such as from a salaried to a commissioned position, leave of absence, or new bonus structure) can be subject to very strict rules.
3. Don't make undocumented deposits. Primarily large but sometimes even small deposits must be sourced unless they are identified. Make copies of checks & deposit slips. Keep your deposits separate & small. Avoid depositing cash.
4. Don't start any home improvement projects. Small cosmetic projects like painting are not usually a problem. Anything that can disrupt functionality can be an issue if undertaken before the appraisal. Delay projects that require a building permit, involve a bathroom or kitchen renovation, or create structural changes.
5. Don't make any large purchases that require financings such as a car, truck, boat, art, jewelry, or furniture. Please wait until after you have closed on your new home to make such purchases.
6. Don't be afraid to ask questions. If you're uncertain about what you need or what you should do, check with your lender before proceeding.

LOAN COMPARISON

	FHA	VA	CONVENTIONAL	USDA
MAX LOAN AMOUNT	$472,030 (vary by county)	$2,500,000 (must have full VA entitlement)	$726,200 (vary by county)	$726,200 (vary by county)
MIN. CREDIT SCORE	580	580: $625,000 720: $2.5M	620	580
MIN. DOWN PAYMENT	3.5%	0%	5%; 3% for first time homebuyers	0%
UPFRONT FUNDING FEES	1.75% of loan amount	3.6% of loan amount 2.3% for first time use	$0	1% of loan amount
SELLER PAID CLOSING COSTS	6% of sales price	4% of appraised value	>90% CLTV: 3% 75-90% CLTV: 6% <75% CLTV: 9% 2% on IPs	6% of purchase price
BANKRUPTCY/ FORECLOSURE/ SHORT SALE	3 years	2 years	4/7/4 years	3 years
ALLOWS NON-OCCUPANT CO-SIGNERS	Yes	No	Yes with 5% down	No
INCOME RESTRICTIONS	None	None	None	Vary by county

Guidelines are subject to change.

PREFERRED
LENDING SERVICES

© 2023 Preferred Lending Services, LLC. 3228 Lithia Pinecrest Road, Suite 102, Valrico, FL 33647 1-877-910-6718. Corp NMLS# 1833537 (www.nmlsconsumeraccess.org). This is not a commitment to lend or the guarantee of a specified interest rate. All loan programs and availability of cash proceeds are subject to credit, underwriting and property approval. Programs, rates, terms and conditions are subject to change without notice. Other restrictions apply.

BHHS CONNECT | kvCORE PLATFORM

Top 5 Contact Tips

Tip #1 First and Last Name are two separate fields and there is no middle name field!

Tip #2 Check your contacts for proper capitalization so that when they're included in automated communications, they look their best.

Tip #3 Contacts MUST have either a phone number or email in order to be imported into KvCORE.

Tip #4 If you want spouses/partners to receive communications, they MUST be added as a unique contact.

Tip #5 Contact/Lead Status, Contact/Lead Type, and Hashtags are your top ways to stay organized. Spend some time here and make sure values are accurate!

HOW TO CREATE PROPERTY ALERTS

BHHS CONNECT
POWERED BY KVCORE

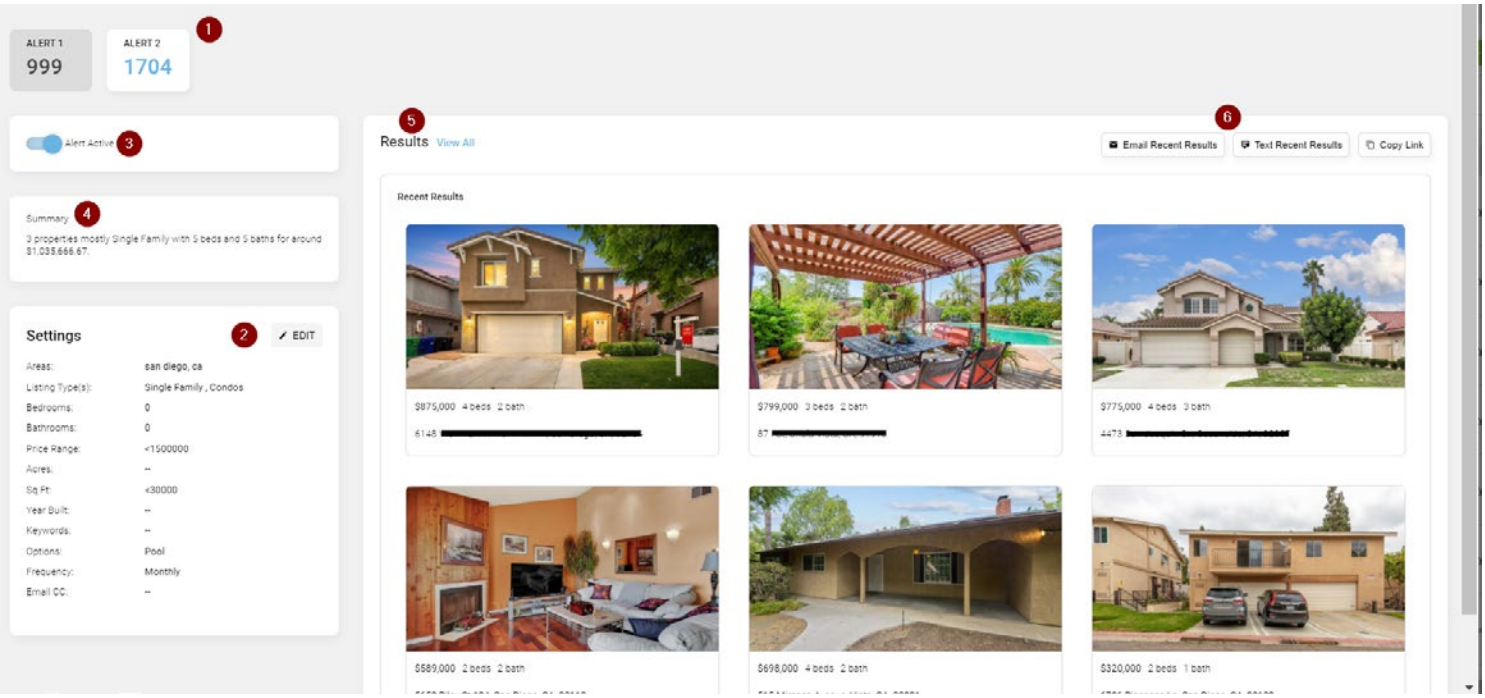
First off, they're emails sent to your contacts containing a list of properties that match their search criteria. The bonus is that KvCORE tracks your contact's interest and engagement with listings to help tailor this experience.

Each contact can have two separate search alerts set up. Both you and the contact can setup, edit or remove search alerts at any time. Instead of incorporating an endless list of search fields, searches benefit from the use of keywords in addition to some typical search criteria options.

Once a search alert is saved, you can email or text a link to the search results to your contact. If they click on the link or one of the listings in the email, they'll be taken to your website.

HOW DO I ADD ONE?

Open the contact you want to set search alerts up for, click on the 'Alerts' tab at the top of their detail page.



#1 – ALERT 1 & 2

Each contact may have two unique alerts. The separation is intended for hugely different sets of criteria.

#2 – EDIT

Click this to change the alert criteria. See Search Alert Criteria below for more information.

#3 – ACTIVE SWITCH

This enables or disables the alert. Use this switch to turn off alerts in lieu of unsubscribing the contact.

#4 – SUMMARY

This is the contact's summary of their known information and profile. It's based on what they view on your KvCORE site, not what criteria are set for them.

#5 – RECENT RESULTS

These are some of the properties that match the criteria you have configured and either have been sent or will be sent in the next update. Only the most recent 6 are shown.

Clicking 'see all' will open a link to ALL of the properties that match the configured alert criteria.

#6 – SEND RECENT RESULTS

You may choose from a few options to send the recent results list. The link sent or copied will contain only the 6 listings you see in recent results. When choosing to email or text, be sure to edit the message before sending and not the link.

HOW TO CREATE PROPERTY ALERTS

BHHS CONNECT
POWERED BY KVCORE

THE 4 MAIN CRITERIA FOR A SEARCH

Open the contact you want to set search alerts up for, click on the 'Alerts' tab at the top of their detail page.

1. GEOGRAPHIC AREA

There are two options for selecting the area of a search. Areas by name, or areas by drawing on a map. Both options may not be used in the same search.

AREAS BY NAME

Areas are defined in the MLS and queried when you type into the field.

You can add additional areas by clicking into the Area box once again and selecting another area. You can remove an area by selecting the little 'x' to the right of the area name.

AREAS BY MAP

It might make more sense to draw out the area on a map. When that's the case, click the green 'Draw Area' button, then click consecutively to draw a polygon shape on the map until you trace back to your first click.

2. LISTING TYPE & TYPICAL CRITERIA

All of the listing types available from your MLS will be selectable here unless a specific type has been excluded from your website settings. If you don't choose any listing type, then kvCORE will automatically select 'Single Family, Condos, & Townhouse for you.

AVAILABLE FIELDS INCLUDE

- **Listing Type**
- **Price Range**
- **Beds**
- **Full /Half Baths**
- **SqFt**
- **Acres**
- **Year Built**

3. PROPERTY AMENITIES

The amenities section includes some of the more commonly used search options when buyers are on the hunt for a home.

Included are general items like pool and water view, financial options like no HOA fees, structural options like a garage or single story, and common rental options like whether or not pets are allowed.

4. KEYWORDS

Keywords are an advanced search function that finds and uses the data fields from the MLS. If you're looking for a very particular field that is not in the standard options list or found in the rest of the criteria on this form, then keywords will solve that problem.

More customized or detailed search necessary? This is the place. First, select the field that the variable is grouped into. Then, after the appropriate field is selected, the system will show you the possible options from what it can see of all the active listings currently in the MLS.

NO RESULTS?

If you set your criteria and no recent results are displayed, there are two possibilities. Either there really are no matches, or the criteria you configured does not work. This is commonly caused by specifying an impossible combination of options.

If this occurs, check your criteria for errors. The options must all agree with each other. A home cannot simultaneously be 'French' and 'Mediterranean', for example.

PROPERTY ALERT SENDING OPTIONS

You have 4 options when setting up a search alert regarding how results will be delivered to your contact.

FREQUENCY

Select how often you want to send out search alerts to this contact. The exact time the alerts are sent will vary from one MLS to the next.

EMAIL CC

You do not need to CC yourself to get a copy of Search Alerts. These are automatically stored for you within each contact timeline.

SAVE & SEND

Save the criteria and send out the first Search Alert right away. If you selected a longer frequency such as weekly, the system will send it out every 7 days after that first email is sent.

SAVE & DO NOT SEND

This will save your criteria and leave it to the system to select when to send the first email. It will send the first email within the specified frequency (for example, daily will send within the next 24 hours) and then consistently send at the correct interval after the first email is sent.

AUTOMATICALLY GENERATED SEARCH ALERTS

In certain cases, KvCORE may even automatically create a Search Alert on your behalf! A Search Alert will be created for a new contact if:

If there is no search alert already configured.

If the contact has logged into your kvCORE website and viewed a property.

If both of those conditions are met then kvCORE will create an alert automatically based on the property/properties they viewed within 24-48 hours after the lead was created. The criteria of the alert is generated from averages based on the home(s) they looked at. Of course, you can edit the alert at any time!

When this occurs, kvCORE will email your contact informing them that they are now set up on an automated email:

"Hi, It's [agent name] again. Our system set up an alert which will send you new properties in [area] between [min price] and [max price] having at least [beds] beds and [baths] baths. If you'd like to change the criteria for these alerts, [click here link]."

GO DIRECTLY TO THE GUIDE FOR MORE HELP
https://blog.mycabcorner.com/bhhs-connect-guide/automation/

DEFAULT SMART CAMPAIGN FLYER

BHHS CONNECT
POWERED BY KVCORE

Smart Campaigns are designed to nurture your contacts and start conversations for you! Using them will greatly impact your conversion rate and ensure no leads are lost.The messages in the default system campaigns cannot be edited. But don't worry. They've already been optimized for the best responses – why mess with success? Below are the defaul system campaigns you can review so you're aware of them!

TASKS ONLY

ACTIVE BUYER
A series of 29 weekly tasks that remind you to check in with a buyer you're actively working with.

ACTIVE SELLER
A series of 29 weekly tasks that remind you to check in with a seller you're actively working with.

ACTIVE RENTER
A series of 29 weekly tasks that remind you to check in with a renter you're actively working with.

CONTRACT BUYER
A series of 29 weekly tasks that remind you to check in with a buyer who is currently under contract.

CONTRACT SELLER
A series of 29 weekly tasks that remind you to check in with a seller who is currently under contract.

CONTRACT RENTER
A series of 29 weekly tasks that remind you to check in with a renter who is currently under contract.

AUTOMATED COMMUNICATIONS

All communications within this section are automated due to the STATUS set to the contact. All communications sent directly to the contact.

NEW LEAD BUYER
An immediate task to text, followed by a series of call tasks, text messages, and emails specifically designed to convert a buyer lead.

If the lead is not moved to a different status within 720 days, they will automatically be moved to a Contact Status of Sphere and the campaign is ended.

NEW LEAD SELLER
An immediate email, followed by a series of call tasks, text messages, and emails specifically designed to convert a seller lead into a listing.

If the lead is not moved to a different status within 390 days, they will automatically be moved to a Contact Status of Sphere and the campaign is ended.

OPEN HOUSE
Designed for leads that have come from the kvCORE Open House App, this campaign includes a text 4 hours after syncing to your Smart CRM, followed by a series of emails, call tasks, and text messages specifically designed to convert an open house visitor into a buyer.

If the lead is not moved to a different status within 120 days, they will automatically be moved to a Contact Status of Sphere and the campaign is ended.

NINJA HASHTAG
A campaign that automatically adds the NinjaFlow hashtag to new contacts as they're added to your Smart CRM, enabling Ninja Flow emails to be sent.

NINJA FLOW
A series of emails designed to stay top of mind with your sphere of influence, aligned with Ninja Selling techniques. This campaign is scheduled to send on specific calendar dates and written in a style that encourages contacts to respond to your message.

SQUEEZE & LANDING PAGES

BHHS CONNECT
POWERED BY KVCORE

The cool thing about a landing page is when you use the default template that opens up, it is a lead gen page. Basically, the ad is saying "hey lead, if you give me your email address, I'll hook you up with this content".

When a lead signs up via a landing page, the system does a few things.

- Brings the lead onto your dashboard immediately.
- Pre-registers the lead on the front end of your website so they are not prompted to log in again once they arrive.
- Adds a hashtag to the lead for tracking purposes if you built one into the squeeze page link or landing page generator.
- Sends the lead to the URL for more information.

Want to combine the power of a squeeze page link into a landing page generator? Follow these steps:

Squeeze Page
Click on Build Squeeze Page under Lead Generation down the left rail of the agent dashboard.

1. Create your squeeze page link via the agent dashboard build squeeze tools.
2. Highlight and copy the link from the results.

Landing Page
Click on Build Landing Page under Lead Generation down the left rail of the agent dashboard.
Then, click on 'Build New Landing Page' on the upper right-hand side.

The key here is to work thoughtfully and slowly from across the top, left to right, then top to bottom:

1. Submit Button upper left: Text on top of orange button bottom right of the page.
2. URL after login: The place you want to send the lead for more info; links to properties, program info, valuation, etc.
3. Hashtag: Do you want to have the lead arrive on your dashboard with a hashtag for sub-categorization built in.
4. Background: There are 10 images we provide, or you can click on Custom Background and paste a URL for an image you want to appear on the background for the ad, OR you can click on Primary MLS Image and insert the MLS# for a listing and Conversion will place the primary image of the listing in the background.
5. "YOUR TOWN Real Estate Deals": You can click into this area and edit the content to anything you want it to read.
6. Checkmarks: You can click into each checkmark header & sub-header and change up the text content. To remove a checkmark, double click it, however, delete with discretion as once that checkmark is gone on the landing page you're working on, it's gone and to bring it back you need to start over.
7. Click SAVE: When you click save, a popup will appear telling you to give your landing page a name. The page will be saved on the landing pages page.
8. Click OK: When you're ready to save the landing page. When the page saves you'll see your URL in the browser for the landing page that you can copy & paste onto your online marketing as well as a Green Share button. Clicking on the Green Share button allows you to post directly into various social media.

BRAND PROMISE #5

TRULY LISTEN

To truly listen to what they're telling us so they get personalized service.

TO BE LEGENDARY, WE ASK YOU TO LISTEN TO YOUR CUSTOMER IN ORDER TO DELIVER PERSONALIZED SERVICE IN THESE WAYS:

- When you speak with your customer, ask questions to better understand them and their needs.
- When you sense a change, whether via an actual conversation, a change in how they engage or alternate way, make sure to initiate a conversation. Listen to them and see if you can help.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Listen to what they tell you. Ask questions for a deeper understanding.
- Stop and summarize any time a decision is made or information is shared. Finish the summary by using 1 tie down question.
- Use one Statement to affirm standards at each communication point.
- Personalize your recommendations based on what the customer has told you their needs are.
- Use the Seller Pre-listing Questionnaire or Buyers Needs Assessment sheets to provide consistent service and for notes.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Do you feel this is the best option?
- Are there other ideas you would like me to research and present?
- Are there other options you would like me to explore?
- Are you comfortable moving forward?

DAY

6

WHAT WE'LL BE COVERING TODAY

WORKING WITH SELLERS

6 KEY STEPS TO A SUCCESSFUL SALE

EXCLUSIVE RIGHT OF SALE AGREEMENT

LISTING PROCESS, MARKETING & EXCLUSION FORM

ONE STEP VS TWO STEP LISTING APPROACH

CLOUD CMA, RPR AND KVCORE PRESENT

MARKET AND SELLER REPORTS

2-10 HOME BUYERS WARRANTY

BRAND PROMISE #6

KVCORE

HOW TO: SELLER REPORTS

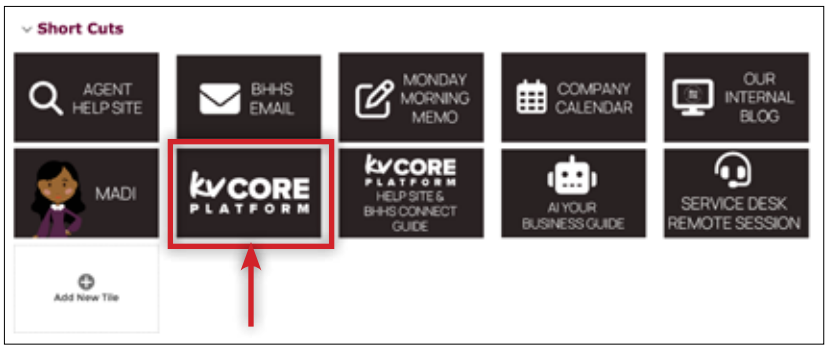
Automating your seller reports is a key communication tool that kvCORE offers listing agents that not only effortlessly keep you in touch with your Sellers, but also consistently highlight all the efforts you are making on their behalf and their property. Keep your Sellers engaged with a weekly report on the status of their property!

KvCORE's seller report emails include the number of property views that particular listing has received on your kvCORE website, accumulating as time goes on. The emails are sent weekly (on Mondays) and can include more than one property should the Seller have multiple listings on the market.

If you want to enhance these seller reports with your own comments, you are able to do so via the listing's timeline notes.

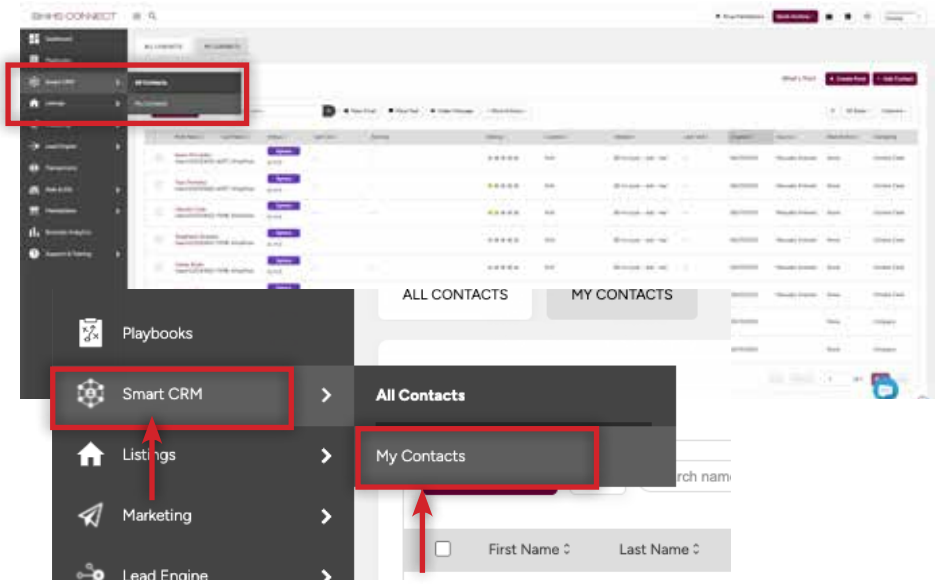
STEP 1: LOG INTO KVCORE

- Log into **Resource Center** > **BHHSConnect/kvCORE**



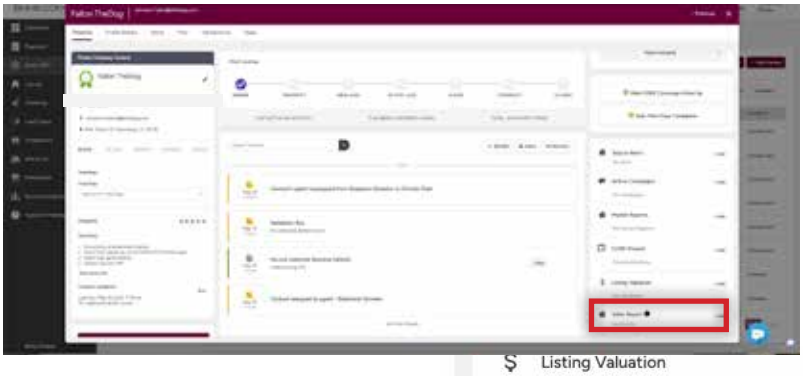
STEP 2: FIND YOUR CONTACT

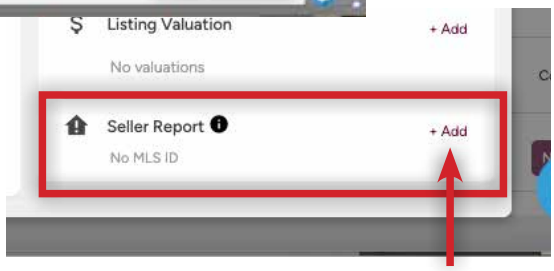
- Hover over **Smart CRM** > Click on **My Contacts**
- Select the Seller's Name in your database

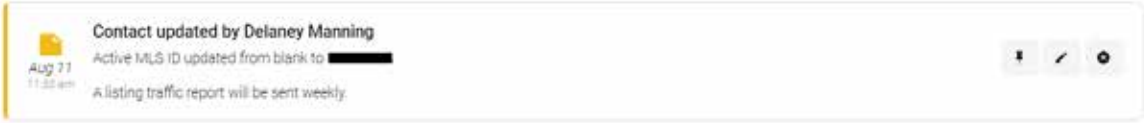


STEP 3: ADD THE MLS NUMBER TO YOUR CONTACT

- From within the contact card, scroll down and find the **Seller Report** section in the bottom right hand corner
- Click **+Add**
- Type in the **MLS number** then click **Add**







6 STEPS TO A SUCCESSFUL SALE

1

ENHANCE
Increasing Value & Appeal

Packaging a home for profit increases buyer appeal, value and sells the house faster!

You don't get a second chance to make a good first impression.

I WILL:

- **Dress your house for success** – 'Model effect'
- **Action Item List** – 5 money-making components
- **4 Key impression points**
- **Strategies** for effective buyer showings and open houses
- **Home warranty** options
- **Presale home inspection** – benefits

WHAT THIS MEANS is **more** excitement, **more** buyer showings, **more** offers and a greater return!

2

BEST LIST PRICE
Results in Highest Sales Price

Pricing is trickier than it appears and is a real balancing act.

Get it RIGHT - you are on your way.
Get it WRONG - you scare buyers away, lose money and the valuable "Golden Time!"

EXPERTLY INTERPRETED MARKET STUDY:

- **Market Trend** – an accurate overview of where the market is and which way it is moving (Buyers/Sellers) and how it impacts the seller's pricing decision.
- **Property Snapshot** – detailed picture of what the market is specifically saying about your property & how it fits in the market.
- **Tour Options** – Physically tour properties that are in direct competition. It takes more time but can save a lot of time at the back end.

Pricing Strategy – "Slightly Less, Slightly More" approach.

WHAT THIS MEANS is the **best list price** always results in the **best** & **highest sale price!**

3

TOTAL EXPOSURE
More Showings

Marketing is much more than just putting up a sign, placing an ad, putting it in the MIS and on the Internet, and waiting for good things to happen.

I use a blend of the traditional & a more aggressive "Target Marketing" approach. It is a coordinated Three Prong Strategy which creates more showings and the best sale price!

THE THREE PRONGS:

- **Global Exposure**
- **National & Regional Exposure**
- **Local Exposure**

WHAT THIS MEANS IS...
INCREASED SHOWINGS!

BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

DIANE HOWARD
DHOWARD@BHHSFLPG.NET
813-778-2554

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6 STEPS TO A SUCCESSFUL SALE

4

WORRY FREE
Managing Deals

I am your Project Manager eliminating potential problems and managing all of the details. This essential step assures your entire 'selling' experience is worry-free.

I ACCOMPLISH THIS BY:

- **Clarifying the entire process – no surprises**
- **Managing the 'selling team'**
- **Transaction management system**
- **Weekly update**
- **Call back 'now' policy**

WHAT THIS MEANS...
A selling experience that is hassle - and worry-free.

5

QUALITY COMPANY
Highest Quality Service

When you hire an agent, you also hire a company. A company's culture reflects how their clients are treated and the quality of the "Service" it delivers. Quality makes the difference!

These are the "Qualities" that attracted me to this company and why I feel I bring a quality company to you.

IT IS A COMPANY THAT:

- Matches my Values and high standards of honesty, integrity and always doing the right thing.
- Mirrors my Philosophy of always putting the seller first and going a "Step Beyond."
- Is Innovative… meaning it is ahead of the curve using state of the art technology.
- Is Full Service - has all the resources from listing to closing to aid in the transaction.
- Has Market Success which translates to success for my sellers.

WHAT THIS MEANS...
A quality company that partners with me to deliver the highest level of quality service.

6

TRUSTED ADVISOR
Protecting Your Interests

You can count on me to be a Trusted Advisor, a consultant, educating and guiding versus a typical salesperson selling and pressuring. My sellers and their best interests are my top priority.

HOW I FULFILL THE ROLE OF BEING A TRUSTED ADVISOR:

- **Advise and Counsel** – Never pressuring
- **Code of Ethics** – "Golden Rule"
- **Accountability** – Staying on task & on time!
- **Skillfully Negotiate**
- **Performance Pledge** – Fulfill my job responsibilities according to these Six Steps.

WHAT THIS MEANS is having a trusted, informed advisor who partners with you to assure a successful sale on time.

BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

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WE MAKE SURE YOUR home is seen.

Berkshire Hathaway HomeServices Florida Properties Group has an aggressive strategy for attracting home buyers to our listings. By distributing your listing information, along with photographs, to a wide array of premier consumer web sites, we make sure that we maximize every opportunity to attract qualified buyers to the table.

Facebook Listing Feed
Homes.com
VoicePad
Zillow
Trulia
Realtor.com
Berkshire Hathaway HomeServices
Listhub
Wall Street Journal Global Network
Juwai
CondoCompare.com
Craigslist is optional
owner choice
DreamHomeListings
Floridarentalads.com
Foreclosure.com
Gooplex
GuidanceRealty
Helpmerent.com
Homes By Lender
HomeWinks

Hotpads.com
HUD Seeker
Juwai
LearnMoreNow.com
LotNetwork
New Home Source
Property Pursuit
RealEstateCentral
Realtor.com
RealQuest Express
Relocation.com
Rentals.com
Rentahomewithus.com
The Real Estate Book
USHUD.com
Trulia.com
Trulia
AOL Real Estate
CLRSearch
MyREALTY. com
Diggsy
eLookyLoo

FreedomSoft
GovListed.com
Harmon Homes
Home2.me
HomeTourConnect
HouseHunt.com
IAS Properties
LandAndFarm
LiquidusMedia
LuxeListHome
OfferRunway
Property Shark
RealEstateMarketplace.org
RealtyStore
RentRange
USALifestyleRealEstate
Vertical Brands
FrontDoor
Vast
LakeHomesUSA
DataSphere

Good to know.®

Global Listing Syndication

When selling your home, we deliver maximum exposure to the right audience.

We reach a global audience through our relationship with News Corp which includes *The Wall Street Journal*, *Barron's*, *PENTA*, *MarketWatch*, *MansionGlobal.com*, and the *Mansion Global WeChat Channel*.

We also present our network properties to more than two million Chinese consumers on Juwai.com, China's largest international property portal.

Complementing The Wall Street Journal and Juwai, our strategy includes promoting our network listings on Financial Times propertylistings.ft.com. A UK publication that attracts an affluent audience from Europe and the Middle East. In addition, our syndication includes the fastest growing luxury property sites in Asia, PropGoLuxury.com and Nikkei.com real estate sections.

Our global syndication strategy is founded upon consumer preferences and search patterns to keep Berkshire Hathaway HomeServices network listings in front of real estate buyers around the world.

BERKSHIRE HATHAWAY
HOMESERVICES

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Media: Where We Are

Berkshire Hathaway HomeServices' marketing strategy focuses on creating an unparalleled experience, delivering highly personal content consumers are interested in, with the most innovative targeting strategies available.

Good to know.®

DIGITAL MEDIA

BRAND AWARENESS

YouTube TOWN&COUNTRY ELLE DECOR CountryLiving apartment therapy

- Veranda
- House Beautiful
- Good Housekeeping
- House & Home
- This Old House
- Homes & Gardens
- TIME
- Apartment Guide
- Rentals.com
- MyDomaine
- The Spruce
- Real Simple
- Fine Gardening
- Bob Vila
- Popular Woodworking
- Domino
- Do It Yourself
- Fine Homebuilding
- Fine Woodworking
- The English Garden
- Green Building Advisor
- Home Talk
- Wood
- Hunker
- Southern Living
- American Patchwork & Quilting
- Entrepreneur
- Business Insider
- Investopedia
- US News & World Report
- Fortune
- Insider
- Investing Channel
- Nasdaq
- Investing
- The Balance
- MoneyWise
- The Street
- Black Enterprise
- Newsweek
- Reuters
- 24/7 Wall Street
- Huffpost
- Axios
- New York Post
- Daily Mail
- NOLA
- SF Gate
- Chicago Tribune
- Daily News
- AJC
- Yahoo!
- Los Angeles Times
- The Washington Times
- The Telegraph
- Newsweek
- EuroNews
- The Hill
- Boston Globe Media

BERKSHIREHATHAWAYHS.COM LISTING SYNDICATION

THE WALL STREET JOURNAL. MarketWatch FINANCIAL TIMES

PropGOLuxury.com NIKKEI Powered by PropGOLuxury.com 居外 Juwai.com

AUTOMATIC LISTING SYNDICATION 1M+ (OR EQUIVALENT)

MANSION GLOBAL WeChat PENTA BARRON'S

MANSION GLOBAL SHOWCASE (5M+ OR EQUIVALENT)

BERKSHIRE HATHAWAY HOMESERVICES

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Good to know.®

Media: Where We Are

PRINT MEDIA

Attracting the right audience through print is an important part of our global strategy. Our print ads appear in high-quality publications:

UNIQUE HOMES · PRESTIGE · AD · NETJETS · WALL STREET JOURNAL · MANSION GLOBAL · PENTA

SPONSORED INDUSTRY EVENTS

AREAA · LGBTQ+ REAL ESTATE alliance · NAWRB · nahrep · NAREB REALTIST · VAREP Veterans Association of Real Estate Professionals

BERKSHIRE HATHAWAY HOMESERVICES

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PRE-LISTING INTERVIEW

PRE-LISTING INTERVIEW

1. Name: _____
2. Property Address: _____
3. Mailing Address: _____
4. Marital Status: _____
5. Owners/Decision Makers: _____
6. Phone Numbers

   Home: _____ Mobile: _____
   Business: _____ Fax: _____

   Email: _____

7. What is your reason for moving at this time? _____
8. What will this move mean for you and your family? _____
9. On a scale of 1-10, 10 being the highest, how important is it for you to sell your home within: 30 days___90 days___120 days___ other ____
10. Why did you pick that time frame? _____
11. Describe your home

    Beds: _____ Baths: _____ Square Feet: _____

12. How long have you owned the home? _____
13. What sold you on the home when you purchased it? _____
14. Tell me about remodeling and updates you've done

    _____

15. What do you owe on the property? _____
16. Do you have a second mortgage? _____
17. I will be doing research on your property and have not had the opportunity to see it, what price range should I study? _____

PRE-LISTING INTERVIEW

18. What are the most important services and traits that you are looking for in a sales associate you select to market your home?

    _____

19. How many houses have you sold in the past? _____

20. How would you rate your experience? Great/Good/Difficult/Terrible

21. What would you like your sales associate to do that your previous one did not do? _____

22. How will you be making a decision to hire a professional and get the marketing started on your home?

    Name/Company: _____

23. Have you considered For Sale By Owner? _____

24. How did you get my name? _____

25. Where can I deliver information for you to review before our appointment?

    _____

26. Here is what happens next:

    Set appointment date and time: _____

    Deliver pre-listing package: _____

    Take picture of home to use in appointment: _____

    Follow-up call: _____

    CMA research and review: _____

    Review seller objection cards before appointment: _____

ONE STEP OR TWO STEP APPROACH TO LISTING PROPERTY

Review this "Marketing Approach" prior to listing. Determine what approach is best for you.

a. Prepare for the appointment.

b. Complete the appointment pre-listing tasks.

c. Maintain communication with the seller.

ONE STEP OR TWO STEP PROCESS

ONE STEP APPROACH TO LISTING

Agents who are familiar with a market area may choose to shorten the listing process, by completing all tasks to list in one step. On their first and only listing visit, they go armed to secure the listing with a listing presentation and all listing documents! This means they must do a lot of research to prepare for this appointment. If they are familiar with the home's community, floor plans, market pricing, etc. they create a strong presentation, close on the seller, and secure the listing.

TWO STEP APPROACH TO LISTING

Agents who are unfamiliar with the market area will need to do more research to prepare for their appointment. They use the first visit to build rapport, tour the home with the sellers, take copious notes on upgrades and improvements and seek out the owner's opinions and motivation. They leave behind the 6 steps marketing brochure, their resume, listing disclosures & other documents for the seller to review. On the second step, agents present their marketing plan, their market analysis, suggested updates, or changes and ask for the order.

The two-step process is strongly recommended for newer agents. It creates a feeling of confidence, making an agent better prepared for the listing opportunity. In most cases, the result is worth the effort put forth to prepare for the appointment.

PRIOR TO 1ST APPOINTMENT

GO PREPARED (20 to 25 minutes)

a. Plan to preview any listings in the area or drive the community. Ask to stop by because you're going to be in the area. Do a quick walkthrough (25 mins).

b. Prepare a Listing Kit (Disclosures, MLS data sheet, sample feature sheet)

c. Do history search and property county search.

d. Take a Seller's Home Check List

e. Preview listings in the area (before or after the appointment)

1ST APPOINTMENT

INTRODUCE YOURSELF AND THE COMPANY (15 to 20 minutes)

a. Arrive on time...professionally dressed with a smile and self-confidence.

b. Ask Seller for a guided tour of their home. (Use home check list for notes)

c. Determine what they like most & least about their home.

d. Resist discussing market values at this time. (You need to gather all facts, upgrades from the seller and market data before providing a price range).

e. Set 2nd appointment (Call back to confirm)

PRIOR TO 2ND APPOINTMENT
GET INFORMATION FROM CITY & COUNTY

a. Property ID #, Year Built, Legal Description, Square Footage, Lot Size, Taxes: summer & winter, Special Assessments, etc.

b. Run MLS- Search for Actives, Pending, Solds.

c. Drive by or preview active properties.

d. Call to confirm the appointment the day before.

2ND APPOINTMENT
DISCUSS THE FACTS (1 to 1.5 hours)

(Part 1) Review Documents

1. Explain Affiliated Agreement
2. Discuss today's market (Activity, Mortgages, etc.)
3. Use 6 Steps to Listing Presentation
4. Explain CMA - Computer Data
5. Seller's disclosure form (Never fill in for the client)
6. Lead based paint disclosure form (If applicable)
7. Ask for the order (If Sellers list, ask questions)

(Part 2) You're Hired – (Questions for Sellers)

1. How soon do you have to move?
2. Will you need occupancy?
3. What items are included and excluded?
4. Discuss how you will track your progress.
5. Discuss multiple offers, buyer agents, etc.
6. Discuss showing instructions (Appointments, Lockbox, ShowingTime)
7. Place sign & lock box on property.
8. Schedule or take pictures.

FOLLOW UP
PROCESS THE LISTING

1. Create a LOOP in Dot Loop
2. Create feature sheets, ask Loan Officer to create a Mortgage Rate Sheet.
3. 50 "Just Listed" target cards will go out within 48 hours. Remember the first 3 pictures in MLS will automatically be chosen for the card.
4. Place sign on property
5. Give weekly status updates.

FOLLOW UP
SELLER'S NOT READY TO LIST (Ask Questions)

1. What do you need to do to prepare for the market?
2. Do you have concerns about listing today?
3. Can I answer more questions about my marketing strategy?
4. May I call you next week?
5. Since you're interviewing other agents, if they discuss something with you that we haven't' discussed today, would you call me before you make a final decision to list?
6. Send a handwritten thank you note.

LISTING SCRIPT – GET DOWN TO BUSINESS

THE F.O.R.D. METHOD

1. TOUR THE HOUSE

a. When you arrive, greet the customers with a warm smile and begin building rapport immediately.

b. Before you "get down to business" ask the seller for a tour of their home.

c. Bring a notepad and be sure to take notes in every room- ask questions to further your understanding and write down all your answers.

d. Identify Exclusions/Inclusions (personal property to be excluded/included from the sale).

e. Inspect the Exterior

- Age of Roof?
- Age of Air conditioning system?
- Exterior entrances?
- Rate the landscaping
- Driveway condition
- Yard, boundary lines, fencing
- Overall curb appeal
- Inspect foundation
- List any relevant issues you discover

f. Inspect the Interior

- Heating?
- Plumbing?
- Electrical?
- Pool?
- Hot Tub?
- Lanai?
- Water softener?
- Bug spray system?
- Watering system?
- Garage?
- Dock/Water?

g. Ask Information gathering questions.

1. What do you feel are the most appealing features of this property?
2. What features does this property have that differentiate it from similar properties?
3. What enhancements have you made to the property for your own enjoyment?
4. What do you regard as the most attractive features of the surrounding neighborhood?
5. Do you have any special terms or conditions regarding the sale of your property I should be aware of? (items of personal property to be excluded/included)

REMEMBER

- Any problems or issues that the seller's point out to you regarding physical defects will need to be included on the property disclosure sheet. (Make good notes)
- When touring a property, it is usually best to be objective about the property. This is someone's home and there is an emotional connection that most people have with it.

Our job is to neither compliment the home too much nor be too overly critical. We need to remain impartial and view the home as a product for sale- always digging in to find out any potential issues NOW before we take the listing.

2. GET DOWN TO BUSINESS- FORD

When the tour finishes, find somewhere in the home where you can “get down to business” without distractions. All relevant parties should be present. Avoid presenting to just one of the decision makers. The Kitchen table is usually the best place to give your presentation.

Use the FORD method to ask about these critical areas of their life:

FAMILY - Tell me about your family? Do you have any kids? Do you have any other family living close by?

OCCUPATION - What do each of you do for a living? What is your commute like? How long have you worked there?

RECREATION - What do you all like to do for fun? What are some of the things you’ve enjoyed about living in this home, or community? What are your favorite features of your home?

DREAMS - Where do you want you and your family to be in a year, 5 years? What are some of the most important things about your current situation that I should know? Is there anything else that I can help you achieve?

3. ASK THE BIG QUESTION

Great, if you are ready to get down to business let me ask you, what do you want to accomplish today and what is your ideal outcome? Give them a minute to think and answer then summarize their answer- “Let me summarize my understanding so I am focusing on what is important to you...”

Let me tell you a little bit about how I work because I believe that I’m different than most agents.

First, let me explain My Role - I’m not here to SELL you or TELL you but rather to be an advisor/consultant, answer your questions, clarify the selling process, keep things simple and help you makeGOOD Decisions that are best for you. How does that sound?

Understanding your needs- In order for me to help you, I first must have a clear understanding of your needs, your situation, and what you want to accomplish. I use a seller’s profile which is a series of expertly designed questions which help me quickly and effectively focus on what is most important to YOU! So, with your permission I’d like to ask you some questions. We may have already covered some of this so I’ll just summarize my understanding and you can set me straight if I’m off the mark.

Ask questions from seller’s profile sheet. Make sure to write down the answers and summarize at the end. Your top priority is _____. Your biggest concern is _____. You expect your agent to _____. Are we on target?

Now that I have a good understanding of how I can help you, I want to explain a little bit of how I work. I have simplified the selling process down to six key steps that lead to a successful sale. I view each one of these steps as my job responsibility.

4. PRESENT THE 6 KEY STEPS (3-MINUTE DIALOGUE)

1. **Enhance** - Dress for success.
2. **Best List Price** - Generate activity. The best price leads to good results.
3. **Total Exposure** - Global Exposure, Local Exposure. Means increased showings.
4. **Worry Free** - Clarify the process. Discuss managing the system. Weekly Update.
5. **Quality Company** - Our values and philosophy, Technology in marketing, Good Resources.
6. **Trusted Advisor** - Advice, Ethics, Accountability, Negotiation, Performance.

Do you have specific questions? Great, let's talk a little more about my plan to market your home. (Present marketing plan and calendar.)

Here are just a few of the technology tools we have that will allow your home to stand out from the competition.

Next, hold your pricing discussion and the biggest mistake most sellers make. The biggest mistake is selecting an agent based on price. Agents should be selected on service, compatibility, marketing, experience, attitude, etc. but never price. Scare them about the agents who set a high price just to get the listing. **Empower the sellers by telling them THEY will set the price for this listing.** Your job responsibility is to provide them with a full market report and all the data and to help them understand the current market so they can make the best decision possible when listing their home for sale.

What questions do you have? How do you feel and what do you want to do next?

5. ASK FOR THE LISTING! (IF YOU STILL WANT IT)

Sign it! Or overcome any objections. This presentation is designed to get you the listing BEFORE presenting a CMA. Present your CMA only as a last resort if you feel they MUST see your price opinion to make their decision.

If you don't get the listing agreement signed right away- use the back of your "Six Steps" document to point out your strengths in marketing their home. This presentation is designed to blow the typical "canned" and "fly by the hip" presentations out of the water.

MARKETING PLAN & LISTING PROTOCOL

All items referenced in this Marketing Plan are available on Cabernet Corner within the Sellers and Listings tile unless otherwise noted. ***Please note that this marketing plan will be adjusted to each Seller's home as needed or desired by SELLERS.***

★ ***Denotes Florida Properties Group competitive points of difference.***

PRE-LISTING ACTIVITIES

- ☐ On first contact, use pre-listing interview questions.
- ☐ Make appointment with Sellers for listing presentation.
- ☐ Pull current tax record from MLS showing ownership, square footage, legal description and taxes.
- ☐ ★Run a Comprehensive CMA using kvCORE CORE Present.
- ☐ ★Print your Agent Resume to include in pre-listing packet (use MADI).
- ☐ ★Print My Experienced Team flyer to include in pre-listing packet (use MADI).
- ☐ Pull current school district information for Seller verification at listing appointment.
- ☐ Start a new listing transaction within Dotloop. Print a complete set for appointment. Print MLS Waiver form.
- ☐ Review and study all data from the CMA and other reports.
- ☐ Deliver or email pre-listing packet to Sellers. Make duplicate copies for your use.
- ☐ ★Email Chalk Digital listing video found on Agent Help Site.
- ☐ Preview active listings in the neighborhood and drive by the sold properties in the area.
- ☐ Take a picture of the subject property and prepare prototype listing flyer from MADI.
- ☐ Perform exterior "Curb Appeal Assessment" of subject property.
- ☐ Call Sellers to verify appointment time, asking them to review the pre-listing packet before the appointment.
- ☐ Review all listing appointment checklists and paperwork to ensure you have all complete files and information for appointment.

MARKETING PLAN & LISTING PROTOCOL

MARKETING PRESENTATION

- Take your prepared materials, a yard sign and a notebook and pen to presentation.
- View the property with the Sellers. Make notes of all information on each room or area (what stays, what goes, repairs, room sizes, etc.)
- Discuss goals of the Sellers and what they are looking for (best price, shortest time possible, etc.)
- ★Review CORE Present CMA Presentation and explain your plan to market their home to the matched buyers.
- ★Review Showing Time reports and review the most active showing price range with Sellers.
- Talk with Sellers about questions they have on the information delivered or emailed to them.
- ★Review Marketing Materials with Sellers explaining competitive advantage of using Florida Properties Group.
- Offer pricing strategy based on your professional judgment and interpretation of current market conditions. Explain your job is that of a messenger between Sellers and the current marketplace. Work with Sellers on arriving at the price to "Test the Market."
- Agree on a price to market the home.
- Guide Sellers on short sales if they owe more than home's market value.
- Explain all listing paperwork and obtain Seller's signatures .
- ★Provide 2-10 Home Warranty information and confirm if they want Seller’s Coverage.
- ★Provide Seller with sample Estimated Proceeds Worksheet (use the CapstoneAgentONE App).
- Conduct property assessment and suggest changes and staging ideas to shorten time on market.
- Use an MLS wavier if home is not ready for market. This will give Sellers time to complete repairs and/or staging.
- If not delivered with pre-listing packet, leave Sellers with a "Seller's Homework" worksheet.
- Suggest pre-inspection to shorten time on market, possibly obtain higher price at contract time and improve negotiations after buyer's inspection.

MARKETING PLAN & LISTING PROTOCOL

AFTER LISTING AGREEMENT IS SIGNED

- [ ] Put sign in yard!
- [ ] Install Lock Box.
- [ ] Take picture of Sellers with "For Sale" sign for agent and Sellers to post on Social Media, if desired.
- [ ] Arrange a professional photographer to take photos of interior and exterior of property including subdivision entries, pool areas, clubhouse, etc.
- [ ] Measure all rooms and property as needed.
- [ ] Complete Showing Times set up with Seller's numbers and information on showings.
- [ ] Obtain signed Seller's Disclosure.
- [ ] Obtain copies of paid receipts for recent repairs, updates, etc.
- [ ] Obtain permits for recent additions/remodels.
- [ ] Complete Lead-Based Paint Disclosure.
- [ ] Obtain utility information: Past twelve months of gas/electric/water bills.
- [ ] Confirm presence of well or septic system.
- [ ] Get current mortgage loan information, payoff amounts and loan interest rates.
- [ ] Get Home Owner's Association (HOA) contact person information.
- [ ] Get copy HOA bylaws, covenants and restrictions, if applicable.
- [ ] Get current HOA current fees or assessments.
- [ ] Get a copy of survey or plat map if available.
- [ ] Obtain keys for front door entry and codes for security panel and keypad.
- [ ] Research previous title policy or submit listing for verification to Capstone Title.
- [ ] Obtain house plans, if applicable and available.
- [ ] Get a copy of recent appraisal, if Seller has one.
- [ ] If property is a rental, get copy of lease and rental information such as rents and deposits.
- [ ] Collect appliance information and/or system warranties.
- [ ] Obtain details if there are additional liens against property.
- [ ] Submit listing paperwork to branch admin.
- [ ] Enter into MLS and upload photos.

MARKETING PLAN & LISTING PROTOCOL

- [ ] ★Print listing flyer from CORE Listing Machine and print color flyers for property.
- [ ] ★Share website from CORE Listing Machine to your social media pages and share with your Sellers.
- [ ] ★Deploy Facebook Ad with CORE Listing Machine to your sphere of influence.
- [ ] ★Share social media graphic from CORE Listing Machine to your social media pages.
- [x] ★Verify automatic digital ads deployed for the home once listed using Chalk Digital campaigning.
- [ ] ★Add sellers email to Chalk Digital campaign for nightly reporting on marketing efficiency using this technique.
- [ ] ★Obtain financing options flyer for this property from Preferred Lending Services.
- [ ] Get a copy of Seller's Disclosure and attach to flyer display inside property. Possibly, create Home Book if needed.
- [x] ★Use Real Mailers to mail out 50 “Just Listed” postcards to neighboring homes
- [ ] Send/email "Just Listed" information to 25 agents who have had recent sales in the area.
- [ ] Send/email "Just Listed" information to everyone on your SOI and prospects list.
- [ ] Make color flyers without Seller's Disclosure for flyer box on sign.
- [ ] ★Set up Seller Report Automation for Sellers in your kvCORE CRM to view activity on property during list term.
- [ ] ★Hold Agent Open via eTour at Office Sales meeting or schedule a Tuesday Tour if wanted by Sellers.
- [ ] Coordinate showings with Sellers, tenants and other Realtors using Centralized Showing.
- [ ] ★Provide "Special Feature" cards (available on Xpressdocs) for placement throughout home to emphasize features.
- [ ] ★On your Florida Properties Group agent website, pull up the property detail page and use the "share" button to post to social media, ask seller to do the same.
- [ ] Review Centralized Showing statistics for best price range for showing.
- [ ] Discuss feedback from showing agents with Seller to determine if changes will accelerate the sale.

MARKETING PLAN & LISTING PROTOCOL

- [ ] Write "Reverse Offer" with Sellers on any buyer who has looked at Seller's home more than three times.
- [ ] ★Place regular weekly update calls, texts or emails to Seller to discuss marketing, pricing and Seller Report for Sellers data.
- [ ] Request price adjustments after the two week "Test the Market Phase."
- [ ] Promptly enter price changes in MLS.
- [ ] Review comparable MLS listings regularly to ensure property remains competitive in price, condition and terms. Preview any new listings in the area.
- [ ] Talk with Sellers about the purchase of their next home!
- [ ] ★Refer Sellers to one of the best agents at their destination, if applicable, using RELO Dept.

MARKETING PLAN & LISTING PROTOCOL

THE OFFER, NEGOTIATIONS AND CONTRACT

- [ ] Receive and review all offers to purchase contracts by buyers or buyer's agents.
- [ ] Evaluate offer(s) and prepare Estimate Proceeds Worksheet on each for Seller to compare using Dotloop or Capstone Agent One app.
- [ ] Counsel seller on offers. Explain merits and weakness of each component of each offer.
- [ ] Confirm buyer is pre-qualified by calling loan officer and asking for copy of pre-qualification letter if not submitted with offer.
- [ ] Negotiate all offers on Seller's behalf, setting time limit for loan approval and closing date.
- [ ] ★Explain to Seller the value of asking Preferred Lending Services for a second loan pre-approval on buyer, if needed.
- [ ] Prepare and convey any counteroffers, acceptance or amendments to buyer's agent.
- [ ] Make sure complete copies of the contract are emailed or delivered and received by Sellers, buyer's agent, lender, title company and office staff.
- [ ] Make sure contract is signed by all parties.
- [ ] Change status to Backup or Pending in MLS as Seller requests.
- [ ] Check with buyer's agent on buyers obtaining financing and following up as necessary.
- [ ] Contact buyer's agent or lender weekly to ensure processing is on track.

MARKETING PLAN & LISTING PROTOCOL

HOME INSPECTION, TERMITE, MOLD & OTHER TESTING

- [ ] Order septic system inspection, if applicable.
- [ ] Receive and review septic system report and discuss any impact on sale with Sellers.
- [ ] Deliver copies of septic system report to buyer's agent and lender.
- [ ] Coordinate Buyer's home inspection with Sellers.
- [ ] Review buyer's home inspection's report with Sellers.
- [ ] Explain Seller's responsibilities with respect to contract terms and negotiation.
- [ ] Review home inspection requirements in contract with Sellers.
- [ ] Recommend and assist Seller with identifying and negotiating with trustworthy contractors for required repairs.
- [ ] Negotiate payment and oversee completion of all required repairs on Seller's behalf, if needed.

THE APPRAISAL

- [ ] Meet appraiser if your listing.
- [ ] Provide comparable sales used in market pricing to appraiser.
- [ ] Provide list of updates and upgrades to home.
- [ ] Follow up on appraisal to see if lender has received.
- [ ] Assist seller in evaluating appraisal, if it comes back under the purchase price.

CLOSING PREPARATIONS AND DUTIES

- [ ] Coordinate closing process with Buyer's agent, title company and lender.
- [ ] Update closing forms and files as needed with office and/or Sellers.
- [ ] Ensure all parties have all forms and information needed to close the sale.
- [ ] Select location and time for Seller's closing.
- [ ] Confirm closing dates and times and notify all parties.
- [ ] Assist in solving any title problems (boundary disputes, easement, etc.) or in obtaining death certificates or trust information.
- [ ] Work with buyer's agent in scheduling and conducting buyer's final walk-through prior to closing.
- [ ] Check on final walk thru with buyers before closing.

MARKETING PLAN & LISTING PROTOCOL

- Attempt to clarify and resolve any repair conflicts if buyer is dissatisfied.
- Request final closing figures from closing agent or title company.
- Receive and carefully review closing statement figures with Seller to ensure accuracy.
- ★Provide "Home Owners Warranty" for availability at closing.
- Forward closing documents to absentee Seller as requested.
- Coordinate closing with Seller's next purchase to resolve timing issues.
- Change MLS status to Sold. Enter date, price, selling broker and agent's ID numbers, etc. or make sure office administration closes out in MLS.

FOLLOW UP AFTER CLOSING

- Answer questions about filing claims with Home Owner Warranty Company if requested.
- Respond to any follow-up calls and provide any additional information required from office files.
- Check to make sure "Owners" are happy in their new home.
- ★Testimonial Tree sends automated post-closing survey on your behalf to your clients.
- ★Once completed, share your client’s positive review on your social media channels for social proof. You can use MADI for a customized version of this!
- ★Add clients to sphere marketing plan to ensure you keep in touch after the sale.
- ★Schedule follow up Real Estate Review on their home purchase anniversary if local.

Please note that this marketing plan will be adjusted to each Seller's home as needed or desired by SELLERS.

Competitive Seller Coverage

2-10 HOME BUYERS WARRANTY®

Enjoy comprehensive Seller coverage from 2-10 Home Buyers Warranty!

Safeguard your transaction and differentiate yourself as a listing agent by using competitive Seller coverage from 2-10 Home Buyers Warranty (2-10 HBW)! To protect yourself, the Seller and the Buyer, present the Home Warranty Service Agreement for consideration to all parties prior to closing.

Coverage applies to the Seller's appliances (including refrigerator), A/C and heat pump, heating, plumbing and electrical.

Seller coverage is only *$60.*

Payment for coverage is due at closing.

When the Seller places a service request on an eligible item, a service fee is due.

Agents, use 2-10 HBW Seller coverage to:

- Differentiate your listings in a competitive market
- Provide budget protection for your Seller
- Reduce closing delays and post-closing risks for all parties

Give your Seller an **exceptional experience** with coverage from 2-10 Home Buyers Warranty.

Enroll: **2-10.com/agent | 800.795.9595**

Learn more about our new coverage at **2-10.com/Real-Protection**

See Service Agreement for details. CA: 2-10 HBW Warranty of California, Inc. OR, UT and Washington: Home Buyers Resale Warranty Corporation (OR License #: 202003)

Design available on Marketing Resource

Powerful Digital Marketing Behind The Brand

We promote your home on the most popular sites to attract qualified buyers.

Other sites include:

...and thousands more!

Berkshire Hathaway HomeServices Automated Listing Program identifies potential buyers through a combination of their past online viewing habits (mortgage calculators, home listings, and others) and other data scoring criteria.

Your property is placed where home buyers shop—on select online sites and mobile applications.

Automated Listing Program is powered by Chalk Digital and provides regular reporting on digital advertisement placements.

BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

CHALK DIGITAL

Berkshire Hathaway HomeServices Florida Properties Group
7916 Evolutions Way Ste. 210 Trinity, FL 34655

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Design available on Marketing Resource

Sample Marketing Report

YOUR AD PERFORMANCE SUMMARY

A digital ad campaign was created by Wendy to promote your property online to those currently searching for a new home. To date, your property has been featured on many high-traffic websites.

For a full report, please see below.

Yesterday your ad was featured on sites like:

CNN

Your ad results:

Total Ad views
677 Views

Total Clicks
21 Clicks

Your ad has been featured on sites like this:

abc NEWS, yahoo!, ESPN, facebook, The Weather Channel, NBC NEWS, USA TODAY, The Washington Post, CNN

View Campaign Results

SEE YOUR LISTING ON OUR GLOBAL SITE

BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

EXCLUSIVE RIGHT OF SALE LISTING AGREEMENT

This Exclusive Right of Sale Listing Agreement ("Agreement") is between
_____ ("Seller")
and Berkshire Hathaway HomeServices Florida Properties Group ("Broker")
Seller's mailing address _____

1. EXCLUSIVE AUTHORITY TO SELL PROPERTY/TERM: In consideration of the covenants set forth herein, Seller hereby gives Broker the exclusive right to sell the real and personal property described below (collectively referred to as the "Property"), at the price and terms outlined in Section 4, beginning at 12:01 a.m. on_____and terminating at 11:59 p.m. on_____(the "Termination Date"). Upon full execution of a contract for sale and purchase of the Property during the term of this Agreement, all rights and obligations of this Agreement will automatically extend through the date of the closing of the sales contract. Seller acknowledges that this Agreement does not guarantee a sale. The Property will be offered to any person without regard to race, color, religion, sex, handicap, familial or marital status, national origin or any other factor protected by federal, state, or local law.

2. MARKETABLE TITLE: Seller certifies that he/she is legally entitled and able to convey marketable title to the Property and that the Property ☐ is ☐ is not currently occupied by a tenant. If a tenant occupies the Property, the lease term or tenancy expires on_____. If Seller is using a power of attorney ("POA") to sign this Agreement on behalf of another party, Seller acknowledges and understands that Broker will not market the Property unless and until Broker receives a satisfactory copy of the POA.

3. DESCRIPTION OFPROPERTY:
Real Property Street Address: _____
City: _____ State: _____ Zip Code: _____
Legal Description: ☐ as attached ☐ as follows:

Personal Property; including appliances:

4. PRICE AND TERMS: The Property is offered for sale on the following price and terms. Seller shall be obligated to compensate Broker in accordance with Section 7 of this Agreement in the event any offer is presented from a buyer that, at a minimum, contains the following terms:
(a) List Price: $_____
(b) Financing Terms: ☐ Cash ☐ Conventional ☐ VA ☐ FHA ☐ Other _____
(c) Seller Financing: Seller will provide financing in the form of a purchase money mortgage in the amount of $_____ on the following terms: _____

(d) Closing Costs: Seller hereby agrees to pay $_____(none if left blank) toward Buyer's closing costs, which costs shall be inclusive of any of Buyer's non-allowable costs for FHA/VA financing.

5. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property during the term of this Agreement. Seller authorizes Broker to:

(a) Advertise the Property as Broker deems advisable (in its sole discretion) in newspapers, the internet (unless limited in (5)(a)(i) or (5)(a)(ii) below) and other media; place appropriate transaction signs on and about the Property, including without limitation, "For Sale," "Sale Pending" and "Sold" signs; and use Seller's name and/or the address of the Property in connection with the marketing, advertising or sale of the Property;

(Seller opt-out) (Check one if applicable)

☐ (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

☐ (ii) Seller does not authorize Broker to display the Property on the Internet and MLS. Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search, that no FOR SALE signs will b be placed on the property and the property will only be marketed to agents within listing broker's office.

_____ ☐ ☐ /_____Initials of Seller.

(b) Disclose to any potential Buyer the Seller's Property Disclosure Statement, similar document or Broker's knowledge of latent defects that materially affects the value of the Property, regardless of the purpose of the purchase;

(c) Divulge the existence of offers on the Property in response to inquiries from buyers, cooperating brokers or licensees;

(d) ☐ Withhold Verbal Offers/Counteroffers ☐ Withhold all offers once Seller has a fully executed sales contract.

(e) Obtain information relating to the present mortgage(s) on the Property;

(f) Place the Property and all transaction information in the applicable Multiple Listing Service(s) within 1 business day of marketing the property to the public or as necessary to comply with local MLS rules.

(g) Seller acknowledges that the broker must comply with MLS rules and is subject to potential consequences if those rules are not complied.

(h) Use a lockbox system to show and access the Property. Seller acknowledges that a lockbox system does not ensure the security of the Property, and that Broker has instructed Seller to secure or remove all valuables from the Property. Seller hereby releases Broker, its licensees, and any other persons and/or entities working through Broker from any and all liability and responsibility in connection with any loss suffered by Seller as a result of theft, vandalism or other crime committed by any person and/or entity that accesses the Property through the lockbox system.

(i) Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

☐ Seller does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

☐ Seller does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

6. SELLER OBLIGATIONS: In consideration of Broker's obligations, Seller agrees to:

(a) Cooperate with Broker in carrying out the purpose of this Agreement, including without limitation, immediately referring all Property inquiries to Broker;

(b) Make the Property available for Broker to show during reasonable times (Seller ☐ has ☐ has not provided Broker with keys, codes and/or access information for the Property);

(c) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property;

(d) Indemnify, defend, and hold harmless Broker, its licensees, and all persons and/or entities working through Broker from all losses, damages, settlements, suits or costs incurred, including without limitation, any attorney's fees, incurred by them as a result of (1) Seller's negligence, representations, misrepresentations, actions or omissions, (2) the use of a lockbox on the Property, (3) the existence of undisclosed material facts that may affect the value of the Property, or (4) a court, arbitration or mediation proceeding involving another broker who was not compensated in connection with any transaction contemplated by this Agreement;

(e) To perform any act reasonably necessary to comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). Seller hereby acknowledges that Broker is advising him/her/it to obtain a Tax Identification Number or Social Security Number as soon as possible so as to prevent any delay in the closing of any transaction contemplated herein;

(f) Make all legally required disclosures, including all facts that may materially affect the value of the Property and which are not readily observable or known by the Buyer. Seller hereby certifies and represents to Broker that the Seller knows of no such material facts that are not disclosed on the Seller's Property Disclosure Statement, and that Seller will modify such document immediately and notify Broker of the change in the document. If after signing this Agreement, Seller obtains such knowledge that requires disclosure under Florida law to any Buyer, Seller will immediately inform Broker of such knowledge. Seller represents and warrants that no person or entity has any right to purchase or lease the Property or any portion thereof by virtue of any agreement, authorization, option or right of first refusal except as expressly disclosed in Section 3 of this Agreement; there are no prior listing agreements, sales contracts or other agreements affecting the Property that have not been lawfully terminated, and that Seller shall consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice, and shall not rely upon Broker for such services.

7. COMPENSATION: For procuring a Buyer who is ready, willing, and able to purchase the Property or any interest therein on the terms specified in this Agreement, Seller shall compensate Broker as follows:

(a) A fee in the amount of ☐ 7% ☐ 10% ☐ _____% of the total purchase price and a Transaction Management Fee of $395. at closing. The foregoing fee shall be paid no later than the closing of the transaction contemplated by this Agreement. Neither a closing nor a fully executed sales contract is a prerequisite for Broker's fee being earned; therefore, in addition to any other terms of this Agreement that cause Broker's fee to be due, Broker's fee is due in the following circumstances:

(b) If any interest in the Property (legal, possessory, equitable, beneficial or otherwise) is transferred to another Seller or a Buyer by sale, lease, exchange, governmental action, bankruptcy, encumbrance, foreclosure, or any other means of transfer, regardless of whether the Buyer is secured by Broker, Seller or another person and/or entity; or

(c) If Seller refuses or fails to sign an offer at the price and terms stated in section 4 of this Agreement, defaults on a fully-executed sales contract or agrees with a Buyer to cancel a fully executed sales contract with no contingency permitting the cancellation.

(d) As consideration for Broker's services, in the event any transaction contemplated herein does not close for any reason, Broker is entitled to receive 50% of all deposits retained by Seller, not to exceed the fee in paragraph 7(a) of this Agreement.

8. COOPERATION WITH OTHER BROKERS: Broker's office policy is to cooperate with all other brokers except when not in the Seller's best interest, and to offer cooperating compensation to any other broker in the amount of _____% of the purchase price or $_____ to any broker who (a) represents any Buyer, (b) has no brokerage relationship with the Buyer or Seller, or (c) is functioning as a transaction Broker. Nothing in this Agreement shall confer any right(s) as a third-party beneficiary or otherwise to any cooperating broker or its licensees. Broker shall have the right, in its sole discretion, to modify the cooperating compensation set forth in this paragraph

according to the company's Recommended Guidelines and Procedures Manual, provided however, that such modification shall not increase the total compensation for which Seller shall be obligated in Section 7 of this Agreement.

9. HOMEOWNER'S WARRANTY: A home warranty program is available. Seller has been presented with information on said warranty and understands the benefits and. ☐ does ☐ does not wish to participate in a homeowner's warranty protection.

10. CONDITIONAL TERMINATION/ PROTECTION PERIOD: At Seller's request, Broker may (but is not required to) agree to conditionally terminate this Agreement. If Broker agrees to conditional termination, which shall be within the sole discretion of Broker, Seller must sign a withdrawal agreement, reimburse Broker for all direct expenses incurred in marketing the Property and pay a cancellation fee of 1% of the Property's current listing price plus a Transaction Management Fee of $395.00. Broker may unilaterally void the conditional termination and withdrawal agreement and Seller shall pay the compensation to Broker set forth in Section 7 (less the cancellation fee) in the event Seller transfers or contracts to transfer the Property or any interest therein during the time period from the date of execution of the withdrawal agreement to the original termination date of the listing. Furthermore, if Seller transfers or contracts to transfer the Property any interest therein (including any possessory interest) to any person and/or entity that Seller, Broker or its licensee communicated with regarding the Property within 180 days of the termination date (The Protection Period) a full fee is due and payable immediately. However, no fee shall be due Broker under such circumstances in the event that, after the Termination Date, the Property is re-listed through an exclusive right of sale listing agreement in good faith with another real estate broker and placed in the applicable multiple listing service(s) by such broker.

11. DISPUTE RESOLUTION: This Agreement shall be governed by Florida law. Seller and Broker acknowledge that any litigation arising out of or relating to this Agreement shall be brought solely and exclusively within the state courts of the County where the property is located in Florida, or the federal courts in the same jurisdiction, if applicable, and the prevailing party in any such litigation shall be entitled to recover from the non-prevailing party all attorney's fees, expert witness fees and costs incurred in the maintenance of such action at the following levels: trial, appeal, post-judgment and bankruptcy. Seller and Broker hereby waive any right to trial by jury in any such litigation.

12. RELOCATION SERVICES: Seller ☐ does ☐ does not wish to use relocation assistance from Broker.

13. CUSTOMER PRIVACY: We will have a need to obtain certain information from and about you which, we understand, you would prefer to keep confidential. We maintain this information in two forms- paper files and electronic files. Paper files are maintained within our various facilities in such a manner that individuals who have no need to access that information will not be able to obtain it. All electronic data is maintained on a password secured, limited-access network. We do not share your confidential information with any affiliated company except as is outlined on the Affiliated Company Business Disclosure. Once he product or service you have requested has been provided, and your confidential information has been archived, we make no further use of it.

14. WIRE FRAUD PREVENTION NOTICE: Never trust wiring instructions via email. Criminals/hackers are targeting email accounts of various parties involved in real estate transactions These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply. Broker strongly recommends that Buyer, Seller, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible. In addition, before Buyer or Seller wires any funds to any party (including Buyer or Seller's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). Buyer and Seller should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

15. MISCELLANEOUS: This Agreement is the entire Agreement between Seller and Broker (which for purposes of this paragraph shall include any licensees working through Broker), and any prior agreements or understandings and hereby deemed null and void and are hereby cancelled. This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators, successors and assigns. Broker may assign this Agreement to another listing office within its sole discretion. Pursuant to Section 475.42(1)(j), Florida Statutes, Seller hereby grants Broker the right to place a lien against the Property to secure payment of the compensation set forth in Section 7 of this Agreement. Berkshire Hathaway Home Services Florida Properties Group operates as a Transaction Broker. This representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but not to the detriment of any one party when acting as a transaction broker to both parties.

16. ADDITIONAL TERMS:

THIS IS A LEGAL AND BINDING CONTRACT ON ALL PARTIES HERETO, AND IF NOT FULLY UNDERSTOOD, SELLER SHOULD SEEK LEGAL ADVICE. THIS AGREEMENT MAY NOT BE CHANGED OR MODIFIED IN ANY MANNER EXCEPT BY A WRITTEN INSTRUMENT THAT IS SIGNED BY ALL PARTIES.

By signing below, Seller understands and agrees to all the terms and conditions of this Agreement:

Date: _____ Seller: _____

Date: _____ Seller: _____

Date: _____ Authorized Agent: _____

OR

Date: _____ Broker: _____

Copy returned to **Seller** on the ____ day of _____ by: ☐ personal delivery ☐ mail ☐ facsimile.

Stellar MLS

OWNER(S) AUTHORIZATION TO TEMPORARILY EXCLUDE LISTING FROM THE MLS

Property Address: _____

Listing Agreement Beginning Date: _____ **Listing Expiration Date:** _____

Listing Brokerage Name: _____

Date to be entered into Stellar MLS (mm/dd/yy): _____

The purpose of a multiple listing service (MLS) is the orderly correlation and dissemination of listing information, including properties for sale to allow cooperation among MLS brokers and their agents to better serve the buying and selling public. Properties must be entered into the MLS within 5 business days of signature on the Listing Agreement. It is understood that five days may not be sufficient to ready a property for the market and MLS Rules provide an exception with written instructions by the property owners. Use of this form will provide notice to the MLS if the listing will be excluded from the MLS beyond the allowed five days. **Note: Submission of this form is required within 5 days of the dated signature of the owner(s) of record or the listing effective date on the Listing Agreement if not entered immediately into the MLS.**

Initials and signatures of all owners and signatures of both the listing broker/office manager and agent are required for validation – no changes or strike-throughs to this form will be accepted.

Owner Initials	As Owner(s), I/We understand that any public marketing of this property will trigger the MLS Rules and Regulations requirement that the property be entered into the MLS within one business day for cooperation with other MLS Brokerages. *Note: Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, all social media platforms public or private, brokerage website displays (including IDX and VOW), digital communications marketing (email or text blasts, or automated voice calls / messaging), multi-brokerage listing sharing networks, and applications available to the general public.*

Signatures below and initials above affirm the owner(s) instructions to withhold this property from publication in the MLS until the date noted. Owners acknowledge that if an offer is accepted during the temporary exclusion period, the property must be entered into the MLS in accordance with MLS Rules and Regulations.
Note: This Listing Exclusion may be withdrawn by the listing office at any time and placed in the MLS upon Owner's authorization.

Owner Name (Print)	Owner Signature	Date
Owner Name (Print)	Owner Signature	Date

By signing below, Broker/Office Manager and Agent affirm that this form has been fully reviewed with the Owners and acknowledge that the Form must be filed in accordance with Stellar MLS Rules and Regulations.
Note: both signatures required

Agent Name (Print)	Agent Signature	Agent MLS ID
Broker/Office Manager (Print)	Broker/Office Manager Signature	MLS Office ID

Tips for ORDERING TITLE

Understanding what may be required when ordering a title insurance policy and preparing accordingly can help expedite the smooth closing of your transaction.

When to Place Your Order
When a title issue is found, additional time may be required to resolve concerns. Submit your request for title as early as possible to avoid delaying the closing.

Prior Title Policy
A discounted rate may be available if you provide your prior title insurance policy to the policy issuing office.*

New or Existing Survey
If an existing survey of the property is available, the expense of a having a new survey may be avoided. The policy-issuing office will review the survey and make a decision as to whether the existing survey is useful based on the type of transaction, property type, age and quality of the survey.

Sales Contract
If any element of the sales contract is difficult to read, supply supporting documentation in order to ensure the accuracy of the transaction details. If revisions or addendums to the original contract have been made, provide a copy of the documents to the closing agent.

Contact Information
To help improve communication between all parties, please provide the following:

- **Real Estate Agent(s):** Information for listing and selling agents including: email address, cell phone, office phone, address, preferred method of communication and best time to contact in addition to assistant's contact information, if applicable.
- **Buyer(s) and Seller(s):** Current address (not a P.O. Box) to receive documents, if necessary. Home phone, cell phone, email address, preferred method of communication and forwarding address with new contact information to reach the seller once the property has closed.
- **Legal Counsel** *(if applicable)***:** Name, firm, mailing address, email address and phone number.

** Not available is all areas and subject to state-specific guidelines. Contact your closing office to determine availability.*

CAPSTONE TITLE

BRAND PROMISE #6

PARTNER

To walk through their journey alongside them, as their partner.

TO BE LEGENDARY, WE ASK YOU WALK ALONGSIDE YOUR CUSTOMERS THROUGHOUT THEIR JOURNEY DURING THESE TIMES:

- At any possible milestone, whether stressful or celebratory, engage with your customer. Use this time to address the emotion they may be feeling.
- Before, during and after they need you, be an impactful resource for your customers.
- Throughout your relationship with your customer. This does not have to be Real Estate specific.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Use a Buyer and Seller kit for each active client.
- Use Ninja FLOW to stay connected with each customer.
- Be present with your customer so you can predict their needs ahead of time.
- Keep customers informed of happenings in their community- personal and real estate specific.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Do you feel this is the best option?
- Are there other ideas you would like me to research and present?
- Are there other options you would like me to explore?
- Are you comfortable moving forward?

DAY

7

WHAT WE'LL BE COVERING TODAY

CONTRACTS AND ADDENDA REVIEW

AS-IS RESIDENTIAL CONTRACT

STANDARD RESIDENTIAL CONTRACT

FOREIGN BUYER NOTICE (BUYERS & SELLERS)

POST CONTRACT: SAMPLE BUYER EMAIL

COMMON ADDENDA

CRITICAL DATES FORM

BRAND PROMISE #7

Updated

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

PARTIES:_____("Seller"), and _____("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip:_____

(b) Located in: _____County, Florida. Property Tax ID #:_____

(c) Real Property: The legal description is_____

_____

_____

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are:_____

_____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase:_____

_____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency):..... **$**_____

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $_____

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: _____

Address:_____Phone: _____

Email: _____Fax:_____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $_____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... _____

(d) Other:_____..... $_____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S)..... $_____

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on _____ ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☐ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____% (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____(if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:_____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other:_____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) [**MIAMI-DADE/BROWARD REGIONAL PROVISION**]**:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $_____(if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

(a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.***

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(b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.

(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.

(d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s)("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION**. If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS**.**

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds,** disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: ***To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming*** **by, through, under or against the Buyer.** ***This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.***

ADDENDA AND ADDITIONAL TERMS

* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners/Flood Ins.
- ☐ I. RESERVED
- ☐ J. Interest-Bearing Acct
- ☐ K. RESERVED
- ☐ L. RESERVED
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ Other:_____

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606 _____
607 _____

608 **COUNTER-OFFER**

609 * ☐ Seller counters Buyer's offer.

610 **[The remainder of this page is intentionally left blank.**

611 **This Contract continues with Line 612 on Page 13 of 13.]**

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Cooperating Sales Associate, if any	**Listing Sales Associate**
Cooperating Broker, if any	**Listing Broker**

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NOTICE: FLORIDA NOW RESTRICTS THE SALE OF PROPERTY TOFOREIGN PRINCIPALS
(Secs. 692.202-205, F.S.)

CAUTION: PERSONS WHO ARE OR MAY BE DEFINED AS "FOREIGN PRINCIPALS OF FOREIGN COUNTRIES OF CONCERN" SHOULD CONSULT WITH AN ATTORNEY BEFORE PURCHASING OR ACQUIRING ANY INTEREST IN REAL PROPERTY IN FLORIDA ON OR AFTER JULY 1, 2023. LAND ACQUIRED IN VIOLATION OF THIS LAW MAY BE FORFEITED TO THE STATE.

Effective July 1, 2023, *foreign principals* of these *foreign countries of concern* are prohibited from purchasing or acquiring any interest in certain types of Florida real property, subject to limited exceptions:

- The People's Republic of China
- The Russian Federation
- The Islamic Republic of Iran
- The Democratic People's Republic of Korea
- The Republic of Cuba
- The Venezuelan regime of Nicolás Maduro
- The Syrian Arab Republic
- Any agency of or any other entity of significant control of such foreign country of concern

BUYERS ARE A FOREIGN PRINCIPAL IF ANY OF THESE APPLY TO THEM:

(a) The government or any official of the government of a foreign country of concern;

(b) A political party or member of a political party or any subdivision of a political party in a foreign country of concern;

(c) A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity;

(d) Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent resident of the United States, or

(e) Any person, entity, or collection of persons or entities, described in paragraphs (a) through (d) having a controlling interest in a partnership, association, corporation, organization, trust, or any other legal entity or subsidiary formed for the purpose of owning real property in Florida.

IF A BUYER IS A FOREIGN PRINCIPAL, FLORIDA LAW PROHIBITS THEM:

- From purchasing or acquiring any interest in real property in Florida classified as agricultural land[1] or within 5 miles of a military installation.[2]
- With limited exceptions, from purchasing or acquiring any interest in real property in Florida within 10 miles of a critical infrastructure facility[3] or military installation

[1] "Agricultural land" is defined to be that which has "agricultural classification" under 193.461 F.S.

[2] "Military Installation" means a base, camp, post, station, yard, or center encompassing at least 10 contiguous acres that is under the jurisdiction of the Department of Defense or its affiliates. Sec. 692.201(5), F.S.

[3] "Critical infrastructure facility" means any of the following, if it employs measures such as fences, barriers, or guard posts that are designed to exclude unauthorized persons:

(a) A chemical manufacturing facility.

- NOTE: Foreign principals of the People's Republic China are prohibited from purchasing or acquiring any interest in <u>any</u> real property in Florida regardless of its classification, subject to the Limited Residential Exception and Diplomatic Purposes Exception described below

CERTAIN EXCEPTIONS MAY APPLY:

- <u>Limited Residential Exception</u> - If the Buyer is a 'natural person' subject to the law, they may still purchase one residential real property, up to 2 acres in size, if all of the following apply:
  - (a) The parcel is not on or within 5 miles of any military installation;
  - (b) Buyer has a current verified United States visa that is not limited to authorizing tourist-based travel or official documentation confirming that the person has been granted asylum in the United States and such visa or documentation authorizes the person to be legally present in Florida;
  - (c) The purchase is in the Buyer's name, i.e., the name of the person who holds the visa or official documentation described in paragraph (b), and
  - (d) The Buyer is only entitled to one residential property as described above.
- <u>Diplomatic Purposes Exception</u> - The real property is for diplomatic purposes as recognized, acknowledged, or allowed by the Federal Government

BY SIGNING BELOW, I ACKNOWLEDGE HAVING REVIEWED THE ABOVE NOTICE.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

(b) A refinery.
(c) An electrical power plant as defined in s. 403.031(20).
(d) A water treatment facility or wastewater treatment plant.
(e) A liquid natural gas terminal.
(f) A telecommunications central switching office.
(g) A gas processing plant, including a plant used in the processing, treatment, or fractionation of natural gas. (h) A seaport as listed in s. 311.09.
(i) A spaceport territory as defined in s. 331.303(18)
(j) An airport as defined in s. 333.01

Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

PARTIES: _____ ("Seller"), and _____ ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

(a) Street address, city, zip: _____

(b) Located in: _____ County, Florida. Property Tax ID #: _____

(c) Real Property: The legal description is _____

_____

_____

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are: _____

_____

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase: _____

_____

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): ..... **$** _____

(a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** ..... $ _____

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☐ is to be made within _____ (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: _____

Address: _____ Phone: _____

Email: _____ Fax: _____

(b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10) days after Effective Date ..... $ _____

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... _____

(d) Other: _____ ..... $ _____

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (See STANDARD S) ..... $ _____

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before _____, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on _____ ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

(a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.

(b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

(a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy (see Rider T PRE-CLOSING OCCUPANCY BY BUYER), except with respect to any items identified by Buyer pursuant to Paragraph 12, prior to taking occupancy, which require repair, replacement, treatment or remedy.

(b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING**. If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

☐ (a) This is a cash transaction with no financing contingency.

☐ (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal") .

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions

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of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within the Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

* ☐ (c) Assumption of existing mortgage (see Rider D for terms).

* ☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) **COSTS TO BE PAID BY SELLER:**

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- * Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other:_____

Seller shall pay the following amounts/percentages of the Purchase Price for the following costs and expenses:

* (i) up to $_____ or _____% (1.5% if left blank) for General Repair Items ("General Repair Limit"); and

* (ii) up to $_____ or _____% (1.5% if left blank) for WDO treatment and repairs ("WDO Repair Limit"); and

* (iii) up to $_____ or _____% (1.5% if left blank) for costs associated with closing out open or expired building permits and obtaining required building permits for any existing improvement for which a permit was not obtained ("Permit Limit").

If, prior to Closing, Seller is unable to meet the Maintenance Requirement as required by Paragraph 11 or the repairs, replacements, treatments or permitting as required by Paragraph 12, then sums equal to 125% of estimated costs to complete the applicable item(s) (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above, if any) shall be escrowed at Closing. If actual costs of Maintenance Requirement or required repairs, replacements, treatment or permitting exceed applicable escrowed amounts, Seller shall pay such actual costs (but not in excess of applicable General Repair, WDO Repair, and Permit Limits set forth above). Any unused portion of escrowed amount(s) shall be returned to Seller.

[The remainder of this page is intentionally left blank.
This Contract continues with Paragraph 9(b) on Page 4 of 14.]

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(b) **COSTS TO BE PAID BY BUYER:**

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other:_____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____(if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(**CHECK ONE):**

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) [**MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than $_____(if left blank, then $200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

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DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. See Rider I MOLD INSPECTION.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____(if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

(e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

(f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.

(g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**

(h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

(i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

(j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but

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not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION AND REPAIR:

(a) **INSPECTION PERIOD:** Buyer shall have _____ (if left blank, then 15) days after Effective Date ("Inspection Period"), within which Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections as described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

(b) **GENERAL PROPERTY INSPECTION AND REPAIR:**

(i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller is obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional Inspector's written report dealing with such items.

(ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic, and plumbing systems and machinery, seawalls, dockage, watercraft lift(s) and related equipment, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles shall be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to: pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

(iii) **General Property Repairs:** Seller is only obligated to make such general repairs as are necessary to bring items into the condition specified in Paragraph 12(b) (ii) above. Seller shall within 10 days after receipt of Buyer's written notice or General Inspection report, either have the reported repairs to General Repair Items completed at Seller's expense, or have repairs estimated by an appropriately licensed person and a copy delivered to Buyer, or have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties.

If cost to repair General Repair Items equals or is less than the General Repair Limit, Seller shall have repairs made in accordance with Paragraph 12(f). If cost to repair General Repair Items exceeds the General Repair Limit, then within 5 days after a party's receipt of the last estimate: (A) Seller may elect to pay the excess by delivering written notice to Buyer, or (B) Buyer may deliver written notice to Seller designating which repairs of General Repair Items Seller shall make (at a total cost to Seller not exceeding the General Repair Limit) and agreeing to accept the balance of General Repair Items in their "as is" condition, subject to Seller's continuing Maintenance Requirement. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) **WOOD DESTROYING ORGANISM ("WDO") INSPECTION AND REPAIR:**

(i) **WDO Inspection:** The Property may be inspected by a Florida-licensed pest control business ("WDO Inspector") to determine the existence of past or present WDO infestation and damage caused by infestation ("WDO Inspection"). Buyer shall, within the Inspection Period, deliver a copy of the WDO Inspector's written report to Seller if any evidence of WDO infestation or damage is found. "Wood Destroying Organism" ("WDO") means arthropod or plant life, including termites, powder-post beetles, oldhouse borers and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences.

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(ii) **WDO Repairs:** If Seller previously treated the Property for the type of WDO found by Buyer's WDO Inspection, Seller does not have to retreat the Property if there is no visible live infestation, and Seller, at Seller's cost, transfers to Buyer at Closing a current full treatment warranty for the type of WDO found. Seller shall within 10 days after receipt of Buyer's WDO Inspector's report, have reported WDO damage estimated by an appropriately licensed person, necessary corrective treatment, if any, estimated by a WDO Inspector, and a copy delivered to Buyer. Seller shall have treatments and repairs made in accordance with Paragraph 12(f) below up to the WDO Repair Limit. If cost to treat and repair the WDO infestations and damage to Property exceeds the WDO Repair Limit, then within 5 days after receipt of Seller's estimate, Buyer may deliver written notice to Seller agreeing to pay the excess, or designating which WDO repairs Seller shall make (at a total cost to Seller not exceeding the WDO Repair Limit), and accepting the balance of the Property in its "as is" condition with regard to WDO infestation and damage, subject to Seller's continuing Maintenance Requirement. If Buyer does not deliver such written notice to Seller, then either party may terminate this Contract by written notice to the other, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property. If Buyer's inspection of the Property identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained and closed required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

(f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c)(ii), at Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this

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Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

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16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later

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than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

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(ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION**. If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

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N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection**"** or **"**Collected**"** means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

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(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

ADDENDA AND ADDITIONAL TERMS

* **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- ☐ A. Condominium Rider
- ☐ B. Homeowners' Assn.
- ☐ C. Seller Financing
- ☐ D. Mortgage Assumption
- ☐ E. FHA/VA Financing
- ☐ F. Appraisal Contingency
- ☐ G. Short Sale
- ☐ H. Homeowners'/Flood Ins
- ☐ I. Mold Inspection
- ☐ J. Interest-Bearing Acct.
- ☐ K. "As Is"
- ☐ L. Right to Inspect/ Cancel
- ☐ M. Defective Drywall
- ☐ N. Coastal Construction Control Line
- ☐ O. Insulation Disclosure
- ☐ P. Lead Paint Disclosure (Pre-1978)
- ☐ Q. Housing for Older Persons
- ☐ R. Rezoning
- ☐ S. Lease Purchase/ Lease Option
- ☐ T. Pre-Closing Occupancy
- ☐ U. Post-Closing Occupancy
- ☐ V. Sale of Buyer's Property
- ☐ W. Back-up Contract
- ☐ X. Kick-out Clause
- ☐ Y. Seller's Attorney Approval
- ☐ Z. Buyer's Attorney Approval
- ☐ AA. Licensee Property Interest
- ☐ BB. Binding Arbitration
- ☐ CC. Miami-Dade County Special Taxing District Disclosure
- ☐ DD. Seasonal/Vacation Rentals
- ☐ EE. PACE Disclosure
- ☐ Other:_____

* **20. ADDITIONAL TERMS:**_____

COUNTER-OFFER

* ☐ Seller counters Buyer's offer.

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

* Buyer: _____ Date: _____

* Buyer: _____ Date: _____

* Seller: _____ Date: _____

* Seller: _____ Date: _____

Buyer's address for purposes of notice	Seller's address for purposes of notice
* _____	_____
* _____	_____
* _____	_____

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

* _____	_____
Cooperating Sales Associate, if any	**Listing Sales Associate**
* _____	_____
Cooperating Broker, if any	**Listing Broker**

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CRITICAL DATES CHECKLIST

Seller: _____

Buyer: _____

Property Address: _____

_____

Escrow Amount Due: _____

Title Company Name: _____ Phone: _____

Address: _____

Closer: _____ Email: _____

ACTIONS	DEADLINE
Effective Date	_____
Earnest Money Amount Due	_____
2nd Earnest Money Amount Due (if applicable)	_____
Loan Application Deadline	_____
Inspection Scheduled For	_____
Inspection Period Ends - Resolution Due	_____
Appraisal Date	_____
Loan Approval Deadline	_____
Final Walk-Through Date	_____
Projected Closing Date	_____

This is a timeline of important dates for an easy reference but please reference your Sales Contract as the dates and timelines within the contract supersede this.

SAMPLE EMAIL UPON EXECUTED CONTRACT
All BOLD and UNDERLINED fields need to be changed to the actual names and dates.

Hello Mr. and Mrs. Buyer

Congratulations, your offer has been accepted for the home on **123 Main Street. Anytown, FL 33830.**

The executed contract date is **Enter Effective Date of Contract.** I forwarded a copy of the executed contract to your lender **Mortgage Officer at Mortgage Company.**

Mortgage Officer will be working with you on the approval process so please be sure to provide any requested information he needs so we can make your closing date of **Enter Closing Date.** Please know that there are deadlines that need to be met so this process can run smoothly: Note: All days are calculated by calendar days not business days. All time periods that end on a Saturday, Sunday or Holiday will automatically extend to the next day at 11:59 PM.

Escrow Check: An escrow deposit of **Enter Escrow Amount** is due to be delivered by **Escrow Deadline.** You can use a personal check made out to **Title Company.** Please notate the property address on the check so it will be applied to the right account. Please deliver the check to: **Title Officer Name at Title Company, Title company address.** Please ask **Title Officer Name** to make a copy of the check and email me a Verification of escrow deposit letter which I will forward to you, the lender and the seller's agent. The title company can email the letter to **Enter your email address.**

Loan Application: Please apply for your loan by the **Loan Application Date.** You can contact your lender, **Mortgage Officer at Mortgage Company Name, Mortgage Officer's Phone. I know you have been** working with **Mortgage Officer** who has completed your per-approval paperwork. They will let you know if any additional documentation is necessary. Please provide them with all the paperwork they ask for as quickly as possible. The sooner you respond the sooner he can get the process rolling. You will be required to secure a loan by **Loan Approval Date**. We are scheduled to close on **Closing Date,** so time is of the essence.

Home Inspection and Termite Inspection: We have **(enter number of days in inspection period)** from the effective date of **enter date** to have the inspections completed on your new property. That means the inspections must be completed by Inspection Deadline Date according to the terms of your contract. If you choose to have a home inspection/termite inspection which is highly recommended, you will pay for the expenses outside of closing. The costs for the inspections will be $300-$450 for the home inspection and $75-$85 for the termite inspection. Please pay the inspectors the day of the inspections. They will both email you a report of their findings. You will then let me know if you are satisfied with the inspections or have questions about any repair issues. If needed, I can recommend and schedule the necessary inspections and will confirm the date and time with you. I highly recommend attending the home inspection if possible. We will also have to get the seller's permission and schedule the dates with the current homeowners. I would be more than happy to sit down with you after the inspection is complete to review the findings and prepare negotiations for any items to be repaired, replaced or to receive a credit from the sellers.

Loan Approval: Your loan commitment must be in place by **Enter Loan Approval Deadline.**

Appraisal: Your lender**, Mortgage Company Name**, will order the appraisal on the property. This is also an expense that is paid outside of closing after your inspections are completed and you are satisfied with them.

Survey: This will be ordered by **Title Company** and the costs will be included in your closing costs.

Closing Statement: When all the above is completed and we are ready for closing, you will be provided with a detailed Closing Disclosure by your lender. By law, you must receive this statement 3 days prior to your closing date. The statement will let you know how much money needs to be wired to the Title Company for your closing. The title company will provide wiring instructions so you can wire the funds to the directly the day before closing or sooner. Als, please be vigilant and do not ever wire money unless you confirm the instructions directly with the title company. Wire fraud is rampant these days and wiring instructions do not change last minute so be wary of emails telling you the wiring instructions have changed.

Homeowners Insurance: You must have Homeowner's Insurance in place before closing. It is a lender requirement, and they will need proof of insurance. You should shop around and see who can provide the best price and service for your needs.

Utilities: Please remember to have the utilities transferred onto your name effective the day of closing. You may order this request at least one week before the closing. You may use Utility Helpers to schedule this service for you. **(see attached flyer)**

Walk Through of Property: We will schedule a final walk through the day prior to your closing to ensure that the property is in the same condition as the effective date, that the seller has removed all trash and garbage, that the seller has fixed all agreed upon repairs and that the seller has left all items listed in the contract.

If all goes smoothly, our closing will be on the closing Date shown in the contract unless a different date has bee agreed upon in writing by both parties (Buyers and Sellers). The closing will take place at the **Closing Location and Address** stipulated by the **Title Company**.

If you have any questions, give me a call. This is a general outline of the process. I will be with you every step of the way!

Congratulations again on your new home!

Sincerely,

You!

BRAND PROMISE #7

BE A REAL ESTATE GENIUS

To exert a level of skill, knowledge and expertise so at every interaction they feel like they've chosen a Real Estate Genius.

TO BE LEGENDARY, WE ASK YOU TO BE A REAL ESTATE GENIUS AT THESE MILESTONES:

- Prior to agreeing to partner with them for their journey, we ask that you share your knowledge of the process and current market standards.
- When a problem arises, we ask that you give thorough options with pros and cons of each scenario presented.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- At each milestone, inform the customer of what step comes next and what the 2 most likely outcomes will be.
- Do not give advice, guidance or direction if you are uncertain.
- Take pride in education- whether it be real estate, technology, or CORE service categories.
- Rely on your team for alternate perspective. Use your market president and peers to collaborate on various options.
- Share your knowledge with your customers so they can make informed decisions.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TEMPERATURE CHECK STANDARDS AFTER SUMMARY

- Do you feel this is the best option?
- Are there other ideas you would like me to research and present?
- Are there other options you would like me to explore?
- Are you comfortable moving forward?

DAY

8

WHAT WE'LL BE COVERING TODAY

PULLING IT ALL TOGETHER

APPRAISAL PRACTICE & SAMPLE PACKAGE

HOME INSPECTION PROCESS

HOMESTEAD EXEMPTION

TITLE COMMITMENT BASICS

CONTRACT TO CLOSE PROCESS

CAPSTONE STATEMENT

SELLER'S NET FORM

BRAND PROMISE #8

UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE

I. Certified Residential Appraiser Requirements to Be Approved by HUD

1. A bachelor's degree is now required for an individual to obtain a State Certified Residential or State Certified General credential.
2. Successfully complete 200 classroom hours of board-approved courses covering the topics required by the FREAB in subjects related to real estate appraisal.
3. Provide evidence of 2,500 hours of real property appraisal experience obtained over a 24-month period in real property appraisal as a Trainee Appraiser.
4. Pass the Residential National Exam and the Florida Supplemental Exam.

II. The appraiser must meet the following conditions:

1. Be currently licensed and/or certified by the state in which the property is located
2. Have a minimum of one (1) year experience as a residential appraiser
3. Must appraise full-time (at least seventy-five (75%) of their income must come from appraising residential properties)
4. Be current with the Uniform Standards of Professional Appraisal Practice (USPAP) and those of the secondary market
5. Meet educational and experience criteria required by professional appraisal organizations and/or the qualifications criteria as established by the Appraiser Qualifications Board of the Appraisal Foundation
6. Stay abreast of current appraisal standards through continuing education.
7. Carry Errors and Omission Insurance with a minimum of $250,000 coverage
8. Have specific appraisal experience that is appropriate for a particular appraisal assignment

III. Why are the standards to be an appraiser so high?

They are making decisions that affect millions of dollars in loans. A mistake can be catastrophic for a lender and those who approve or underwrite loans.

IV. Selecting Comparable Sales for FNMA (FHA/VA) & Jumbo Loans

1. At least 3 closed comps, 2 of which were sold within 6 months, and none to have sold more than 12 months ago.
2. The appraiser must comment on the reasons for using any comparable sales that are more than six (6) months old.
3. The date of sale and the time adjustment (market conditions) are critical elements in determining an accurate value because the appraisal is based on a specific date in time (the effective date of appraisal).
4. The comparable sales being considered must be analyzed by the appraiser to determine if there have been any changes in market conditions from the time the comparable went under contract to the effective date of the appraisal.

V. Appealing an Appraisal

1. A second appraisal is only allowed to be ordered if there is a reasonable basis to believe that the initial appraisal was flawed or tainted and the basis is clearly documented in the loan file.
2. Examples of a flawed appraisal may consist of:
    - Inappropriate comparable sales

- Unsupported adjustments
- Comparable sales outside the market area
- Miscalculated square footage
- Erroneous room counts

VI. There are three options the Lender has for addressing concerns:

1. Contacting the original appraiser to address the deficiencies in the report
2. Order a field review of the original appraisal
3. Order a new appraisal report

VII. Second Appraisals

1. If a second appraisal is ordered, the replacement appraisal service must be based on the same level of inspection as the original appraisal.
2. For either a field review appraisal or a new appraisal, the appraiser must be licensed or certified in the state in which the property is located.
3. Whenever a field review appraisal or a new appraisal is ordered, the opinion of market value as stated in the new appraisal report must be used on the transaction. The original appraisal is no longer eligible as it has been deemed defective.
4. The opinion of value may not be arbitrarily changed, nor is it acceptable to average the two opinions of market value in order to arrive at a final value conclusion

VIII. Appraiser Generalities – these are NOT facts, merely observations

1. Many appraisers do all their "field work" in one day so they may be visiting 3 to 6 different properties to gather information and take photos.
2. The next day, many appraisers do their "office work" & begin to prepare their written appraisal reports. Due to this, sometimes appraisers can make a mistake when they confuse "your property" with another one they saw the previous day.
3. Every appraiser handles real estate agents differently so you need to be careful not to insult them or aggravate them in any way.
4. Like us, they are always pressed for time and are trying to meet the time schedule that the lender has given them. How can you help them?

IX. Advice for Real Estate Agents

1. If you have an interest in seeing that the property appraises, you should always meet the appraiser at the property.
   - Take a friendly but business-like & very professional approach.
   - Assume they are extremely competent even if they have never been in Hillsborough County before. If you give the appraiser any indication that you doubt their ability to do a professional job, you are asking for trouble.
2. Always provide them with a large, closed envelope that only has the property address on the outside. Inside, it might be wise to include a copy of the sales contract, a Google color photo, a survey (if one is available), a copy of the tax records, and a CMA that justifies the sales price.
3. Never tell them that you already did their work for them and are giving them a CMA that justifies the sales price. That is really offensive to most appraisers. Just hand them the envelope & tell them you're giving them a copy of the sales contract, the tax record, and any other relevant information that might help them as it might save them some time. Then, shut up!

4. When preparing your CMA for the appraiser, what is your goal?
    - Is it to do the most accurate CMA possible? NO!
    - Is it to justify the sales price? YES!
5. Search the MLS for all properties that have closed within the last 6 months that have the same or slightly more square footage with similar features: bedrooms, baths, garage, pool, & water view.
    - Select only those 3 closed properties that “work”, and do not give the appraiser any information about the other ones.
    - You can make adjustments on some of those closed properties in the event they don’t have the identical features your subject property has.
    - If necessary, you might have to select properties in a different neighborhood so long as it’s similar to what Buyers in that price range are evaluating.
    - When including active listings, only submit those with higher prices.
6. It’s easier to convince an appraiser of a property’s value upfront than it is to win an appeal on an appraisal so work hard, in the beginning, to be sure it appraises.

We understand keeping you informed is an essential part of the closing process. A title commitment is an important document that contains information specific to your transaction. To help you gain a better understanding of its importance, here is an overview of the basic sections commonly found in a title insurance commitment:

1 SCHEDULE A

This section contains the "Who, What, Where and How Much" details of the transaction. *Schedule A* sets forth the effective date, the names of the current property owner (seller) and proposed insured (buyer), the legal description of the property, the amount of insurance (sales price), and the name of the lender and loan amount if applicable and available.

2 SCHEDULE B-I

The requirements section lists the items that must be cleared-up or satisfied in order to issue a policy covering the new owner and/or the lender. Examples include: requiring approval of a bankruptcy trustee, requiring other persons - such as an heir or former spouse - to execute closing documents, or requiring the release of various types of liens.

3 SCHEDULE B-II

This section notifies the buyer and/or lender of exceptions from coverage. Examples include: restrictive covenants, mineral or water rights, or utility easements. These exceptions from coverage will not be insured on the title policy.

Delivering exceptional service is another essential part of the closing process.
If you have any questions concerning the details of your commitment or transaction, please contact us.

CAPSTONE TITLE

Here are the links for our applicable counties that you and your clients can access and set up for FREE.

Property fraud is a nationwide problem. Scammers file official-looking records - such as deeds or claim a lien against the homeowner's property - without the homeowner's knowledge.

Property Alerts is a free service that alerts the homeowners by email or text or phone call (depends on county) when the County office records a document that matches the homeowner's information.

This service does not prevent fraudulent activity from happening. However, it does get you ahead of scammers by providing timely information to stop criminals in their tracks.

Hillsborough County:

https://www.hillsclerk.com/additional-services/property-fraud-alert

Pinellas County:

https://www.mypinellasclerk.org/Portals/0/Recording%20Services/PropertyFraudAlert.pdf

Pasco County:

https://www.pascoclerk.com/195/Property-Fraud-Alerts

Lake County:

https://www.lakecountyclerk.org/administrative_services/recording_notification_service.aspx

Highlands County:

https://www.hcpao.org/About/Fraud

Hernando County:

https://or.hernandoclerk.com/LandmarkWeb/FraudAlert

Polk County:

https://apps.polkcountyclerk.net/PropertyAlert/

Manatee County:

https://www.manateeclerk.com/online-services/property-alerts/

Capstone Title I Core Services
7916 Evolutions Way, Suite 210
Trinity, FL 34655

OVERVIEW OF THE HOME INSPECTION PROCESS

I. Always advise the Buyer to get a home inspection, even if they are purchasing a new home.

II. The type of contact the Parties use is irrelevant as to how the agents should handle the home inspection. **In all cases, the Buyers must respond in writing using a standard form.**

- A. If the Parties have signed the standard FR-BAR contract, the Buyer has the right to have a home inspection & request that the Seller repair any defects up to the repair limit. All responses should be on the "**Buyer's Request for Repairs and/or Remedies**" form.
- B. If the Parties used the FR-BAR AS IS contract, the Buyer has the right to have a home inspection. After getting the results of the home inspection, the Buyer has 3 options:
  1. Accept the house AS IS.
  2. Withdraw from the contract in writing within the time limits in the contract.
  3. Request that the Seller make repairs before they agree to close. This is actually, a contract "renegotiation", and any agreement must be in writing although neither party is obligated to negotiate and can terminate the contract if they wish. Use the FAR "**Addendum to Contract**" (Inspection Contingency Release form) for the Buyer's response.

III. Home inspectors are required to inspect every element of the home, including cosmetic items, and their written report must include a summary of everything they saw or learned, including the cosmetic items.

IV. The FR-BAR contract requires the Seller to repair any defects but not any cosmetic items up to the repair limit.

V. If the Parties signed a FR-BAR AS IS contract, the Buyer may request that the Seller repair any items, including cosmetic items, but the Seller isn't obligated to fix anything as per the contract.

HOW TO HANDLE THE HOME INSPECTION

AGENT WORKING WITH THE BUYER

VI. Once you receive the written home inspection report, you should review it with the Buyer. It is up to the Buyer, **not you**, to determine if they want the Seller to repair any items.

A. If the Parties used the Standard FR-BAR Contract, you should remind your Buyer that the Seller is only obligated to repair defects in the property, not cosmetic items, up to the repair limit. The contract does list examples of each of these so you and the Buyer can determine which is which. Then complete the **Buyer's Request for Repairs and/or Remedies form** that lists the defects that the Buyer wants the Seller to repair, which must be signed by the Buyer.

B. If the Parties used the FR-BAR AS IS Contract, you should remind your Buyer that the Seller is not obligated to repair anything that the home inspection found wrong with the home, including defects in the property. If the Buyer wants the Seller to repair anything, you then need to prepare the **Addendum to Contract** (Inspection Contingency Release form) that lists the items that the Buyer wants the Seller to repair, which must be signed by the Buyer.

C. The Addendum should then be sent to the listing agent within the time limit as per the contract.

D. There is no reason to send the entire home inspection report with the Addendum; however, it might be wise to send copies of the pages that are relevant to the requests made by the Buyer. Use the "Inspection Contingency Release Form".

AGENT WORKING WITH THE SELLER

VII. If the Parties used the Standard FR-BAR Contract, here is how you should handle the **Buyer's Request for Repairs and/or Remedies** from the Buyer's agent. You should give it to the Seller, review it and any home inspection photos and reports they gave with it.

A. You should advise the Seller to address the items that are clearly defects in the property as specified in the sales contract. The Seller has 3 options:

1. Agree to give the Buyer a credit at closing so that the Buyer can fix the defects after closing.
2. Agree to repair the items by a licensed contractor prior to closing.
3. "Have a second inspection made by a Professional Inspector and provide a copy of such report and estimates of repairs to Buyer. If Buyer's and Seller's inspection reports differ and the parties cannot resolve the differences, Buyer and Seller together shall choose, and equally split the cost of, a third Professional Inspector, whose written report shall be binding on the parties."

B. "If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or Buyer designates which repairs to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition."

C. If the Parties can not agree and the contract is canceled, the Seller is then obligated to update the "Seller Disclosure" so that they are notifying all future Buyers about any defects found by the previous home inspection.

VIII. If the Parties used the AS IS contract, here is how you should handle the Addendum to Contract (Inspection Contingency Release form) from the Buyer's agent. You should give it to the Seller, review with them and any home inspection photos and report pages submitted with the addendum.

A. Advise the Seller that they are not obligated to repair anything; however, the Buyer has a right to cancel the contract if they are not happy with the Seller's response. The Seller has 4 options:

1. Agree to give the Buyer a credit at closing so that the Buyer can fix the defects after closing.
2. Agree to repair the items by a licensed contractor prior to closing.
3. Refuse to repair any items with the understanding that the Buyers can cancel the contract.
4. Agree to repair some of the items but not all of them. In this case, the Seller should draw a line through the ones they do not want to do and initial next to those items. Then, the Amendment should be returned to the agent representing the Buyer, and that agent should meet with the Buyer to see if the Buyer agrees with the changes. If they do, the Buyer should initial those changes. That agent should then return a copy to the agent representing the Seller who will give the Seller a copy of the revised Addendum.

B. If the Parties cannot agree and the contract is canceled, the Seller is then obligated to update the "Seller Disclosure" so that they are notifying all future Buyers about any defects found by the previous home inspection.

THE HILLSBOROUGH COUNTY HOMESTEAD EXEMPTION

The state constitution of Florida allows up to $50,000 (an additional 25,000 does not apply to school taxes) to be deducted from the assessed value of a primary residence. For the property owners who are Florida residents and have qualified for homestead exemption the property is subject to a limitation in assessment increases, commonly known as Amendment 10, (SAVE OUR HOMES). This important benefit limits the increase in the assessed value to no more than 3% or the CPI (Consumer Price Index), whichever is less. (BTW, adding a non-marital relative to the deed can cause a partial loss of this limitation on increases.)

When the property is sold, the homestead exemption is removed, and the assessed value increases to just/market value for the New Year.

Requirements for the Homestead Exemption

- The owner must have legal or beneficial title to the property recorded in Hillsborough County by January 1 of the year of application.
- The application must be submitted on or before March 1, unless it falls on a weekend or legal holiday, then it would extend to the next business day, to be timely filed.
- The owner must establish Hillsborough County as his/her legal domicile & reside on the subject property, be a US citizen or Permanent Resident.

Once a homestead exemption is established, it is automatically renewed each year until there is a change of ownership. Florida Statute requires the property owner to inform the office of any change in residency or marital status that would affect the qualification of the homestead exemption so it may be reviewed.

SUMMARY

To qualify for the current year, you must have title to the property, be moved into the property as of January 1, and file your application by March 1.

BRAND PROMISE #8

HIGHEST INTEGRITY

To never put them in a position to doubt we have the highest integrity in all that we do.

TO BE LEGENDARY, WE ASK YOU TO WORK IN A WAY THAT YOUR INTEGRITY IS NEVER QUESTIONED AT EACH OF THESE MILESTONES:

- When working with your customer, the partnering agent or the other customer.
- When another party is relying on you for communication or guidance.
- Always be mindful your personal and professional life are intertwined in the profession you have chosen.

THIS IS HOW YOU CARRY OUT THIS STANDARD

- Do what you say, when you say and always be honest.
- Don't lie, hide from or stretch the truth.
- If you cannot do what you've said you're going to do, communicate promptly.
- Put others interests and well-being above your own.

STATEMENTS TO AFFIRM STANDARDS

- Making sure you have a legendary experience is my responsibility. How else can I help you?
- I don't have information to share but wanted you to know I am working on...
- I want you to know I'm here for you. Is there any way I can serve you today?

TIE DOWN STANDARDS AFTER SUMMARY

- Did I hear that correctly?
- Is that what is most important to you?
- Did I prioritize that correctly?
- Did I miss anything you'd like me to take care of for you?

JOT THAT DOWN

BERKSHIRE HATHAWAY HOMESERVICES | FLORIDA PROPERTIES GROUP

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